

Unbundled Network Elements
TENNESSEE

Attachment 2
Exhibit C

CATEGORY		UNBUNDLED NETWORK ELEMENT	Interim	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)						
							Rec	Nonrecurring		Nonrecurring Disconnect		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								First	Add'l	First	Add'l						
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00					30.89	7.03		
NOTE: If no rate is identified in the contract, the rates for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																	

ATTACHMENT 3
NETWORK INTERCONNECTION

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NETWORK INTERCONNECTION

1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

2. DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

- 2.1 For purposes of this attachment only, the following terms shall have the definitions set forth below:
- 2.1.1 **Call Termination** has the meaning set forth for "termination" in 47CFR § 51.701(d).
- 2.1.2 **Call Transport** has the meaning set forth for "transport" in 47 CFR § 51.701(c).
- 2.1.3 **Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.
- 2.1.4 **Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").
- 2.1.5 **Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.
- 2.1.6 **End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.
- 2.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.
- 2.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and Covad.
- 2.1.9 **ISP-bound Traffic** is as defined in Section 7 of this Attachment.

- 2.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.
- 2.1.11 **Local Traffic** is as defined in Section 7 of this Attachment.
- 2.1.12 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.
- 2.1.13 **Tandem Switching** is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.
- 2.1.14 **Transit Traffic** is traffic originating on Covad's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Covad's network.

3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where Covad owns and provides its switch(es).
- 3.2 Network interconnection may be provided by the Parties at any technically feasible point within BellSouth's network. Requests to BellSouth for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within BellSouth's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the initial IP in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party.

3.2.3 When first establishing the interconnection arrangement in each LATA, the location of the IP shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith and select the point that is most efficient for both Parties. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month for three consecutive months at the proposed location of the additional IP. BellSouth will not request the establishment of an IP where physical or virtual collocation space is not available or where BellSouth fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the Parties must agree to the location of the IP(s).

3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** As part of Call Transport and Termination, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** As a part of Call Transport and Termination, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at BellSouth's applicable access tariff rates.

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request ("ASR") process.

3.4 **Fiber Meet**

3.4.1 If Covad elects to interconnect with BellSouth pursuant to a Fiber Meet, Covad and BellSouth shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work jointly to determine the specific transmission

system. However, Covad's SONET transmission system must be compatible with BellSouth's equipment, and the Data Communications Channel (DCC) must be turned off.

- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the BellSouth Serving Wire Center and the Covad Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. BellSouth shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal request by Covad, BellSouth shall allow Covad access to the fusion splice point for the Fiber Meet point for maintenance purposes on Covad's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. Covad shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by Covad. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

4. INTERCONNECTION TRUNK GROUP ARCHITECTURES

- 4.1 BellSouth and Covad shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 Covad shall establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of Covad's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent Covad desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which Covad has established interconnection trunk groups, Covad shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems.
 - 4.2.1 Notwithstanding the forgoing, Covad shall establish an interconnection trunk group(s) to all BellSouth access and local tandems in the LATA where Covad has

homed (i.e. assigned) its NPA/NXXs. Covad shall home its NPA/NXXs on the BellSouth tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each BellSouth tandem is defined in the LERG. Covad shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.

- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.
- 4.4 Any Covad interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to Covad from a BellSouth switch, and (3) requires special BellSouth switch translations and other network modifications will require Covad to submit a Bona Fide Request/New Business Request (BFR/NBR) via the BFR/NBR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between BellSouth and Covad are set forth in Exhibit A. To the extent a rate associated with the interconnecting trunk group is not set forth in Exhibit A, the rate shall be as set forth in the appropriate BellSouth tariff for switched access services.
- 4.6 For two-way trunk groups that carry only both Parties' Local Traffic, the Parties shall be compensated at 50% of the nonrecurring and recurring rates for dedicated trunks and facilities. Covad shall be responsible for ordering and paying for any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where Covad is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).
- 4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. Notwithstanding the foregoing, blocking situations and projects shall be managed through BellSouth's Local Interconnection Switching Center (LISC) Project Management Group and Covad's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 96 trunks on a single or multiple group(s) in a given BellSouth local calling area.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. Covad shall order such two-way trunks via the Access Service Request (ASR) process. BellSouth will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, the Parties shall jointly review trunk performance and forecasts on a periodic basis. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.

4.10.1 **BellSouth Access Tandem Interconnection**

BellSouth access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures

4.10.1.1 **Basic Architecture**

In the basic architecture, Covad's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between Covad and BellSouth access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Covad. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for Covad-originated Local Traffic destined for BellSouth end-users. A second one-way trunk group carries BellSouth-originated Local Traffic destined for Covad end-users. A two-way trunk group provides Intratandem Access for Covad's originating and terminating Transit Traffic. This trunk group carries Transit

Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local Traffic is transported on a separate single one-way trunk group terminating to Covad. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

4.10.1.3 **Two-Way Trunk Group Architecture**

Upon agreement of the Parties as set forth in Section 0 above, the two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between Covad and BellSouth. In addition, a separate two-way transit trunk group must be established for Covad's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the two-way Local Traffic trunk group. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

4.10.1.4 **Supergroup Architecture**

Upon agreement of the Parties as set forth in Section 0 above, the Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and Covad's Transit Traffic are exchanged on a single two-way trunk group between Covad and BellSouth to provide Intratandem Access to Covad. This trunk group carries Transit Traffic between Covad and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with BellSouth, and other network providers with which Covad desires to exchange traffic. This trunk group also carries Covad originated Transit Traffic transiting a single BellSouth access tandem destined to

third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to Covad. However, where Covad is responsive in a timely manner to BellSouth's transport needs for its originated traffic, BellSouth originating traffic will be placed on the Supergroup. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable BellSouth tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

4.10.1.5 Multiple Tandem Access Interconnection

4.10.1.5.1 Where Covad does not choose access tandem interconnection at every BellSouth access tandem within a LATA, Covad may utilize BellSouth's multiple tandem access interconnection (MTA). To utilize MTA Covad must establish an interconnection trunk group(s) at a BellSouth access tandem through multiple BellSouth access tandems within the LATA as required. BellSouth will route Covad's originated Local Traffic for LATA wide transport and termination. Covad must also establish an interconnection trunk group(s) at all BellSouth access tandems where Covad NXXs are homed as described in Section 4.2.1 above. If Covad does not have NXXs homed at any particular BellSouth access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such BellSouth access tandem, Covad can order MTA in each BellSouth access tandem within the LATA where it does have an interconnection trunk group(s) and BellSouth will terminate Covad's Local Traffic to end-users served through those BellSouth access tandems where Covad does not have an interconnection trunk group(s). MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines.

4.10.1.5.2 Covad may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to Covad will be delivered to and from IXCs based on Covad's NXX access tandem homing arrangement as specified by Covad in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent Covad does not purchase MTA in a LATA served by multiple access tandems, Covad must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent Covad routes its traffic in such a way that utilizes BellSouth's MTA service without properly ordering MTA, Covad shall pay BellSouth the associated MTA charges.

4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows Covad to establish an interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of Covad-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices served by those BellSouth local tandems, and (2) for local Transit Traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

4.10.2.2 When a specified local calling area is served by more than one BellSouth local tandem, Covad must designate a “home” local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Covad may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. Covad may deliver Local Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Covad does not choose to establish an interconnection trunk group(s). It is Covad’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Covad’s codes. Likewise, Covad shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to BellSouth’s local tandems, Covad must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which Covad has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff).

4.10.2.4 BellSouth’s provisioning of Local Tandem Interconnection assumes that Covad has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party’s originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.

- 4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:
- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Covad and BellSouth.
- 4.10.3.2.2 Traffic Volume –To the extent either Party has the capability to measure the amount of traffic between Covad’s switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.
- 4.10.4 **Transit Traffic Trunk Group**
- Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by Covad to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at BellSouth access and local tandems provides intratandem access to the third parties also interconnected at those tandems.
- 4.10.4.1 **Toll Free Traffic**
- 4.10.4.1.1 If Covad chooses BellSouth to perform the Service Switching Point (“SSP”) Function (i.e., handle Toll Free database queries) from BellSouth’s switches, all Covad originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.4.1.2 Covad may choose to perform its own Toll Free database queries from its switch. In such cases, Covad will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a BellSouth local or intraLATA Toll Free call, Covad will route the post-query local or IntraLATA converted ten-digit local number to BellSouth over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, Covad will route the post-query local or intraLATA converted ten-digit local number to BellSouth over the Transit Traffic Trunk Group and Covad shall provide to BellSouth a Toll Free billing record when appropriate. If the query reveals the call

is an interLATA Toll Free call, Covad will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to Covad's network but that are connected to BellSouth's access tandem.

- 4.10.5 All post-query Toll Free calls for which Covad performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXC's, and GR-317 format for calls destined to end offices that directly subtend a BellSouth access tandem within the LATA.

5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION

- 5.1 Network Management and Changes. The Parties will exchange toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Covad chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the Covad switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification

(“ANI”), originating line information (“OLI”) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

- 5.6 Signaling Call Information. BellSouth and Covad will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Covad will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

5.7 **Forecasting for Trunk Provisioning**

- 5.7.1 Within six (6) months after execution of this Agreement, Covad shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service within BellSouth’s region. Upon receipt of Covad’s forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.

- 5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Covad-to-BellSouth one-way trunks (“Covad Trunks”), BellSouth-to-Covad one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

- 5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Covad location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

- 5.7.2 Once initial interconnection trunk forecasts have been developed, Covad shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Covad shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The

Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

- 5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

5.8 **Trunk Utilization**

- 5.8.1 BellSouth and Covad shall monitor traffic on each interconnection trunk group that is ordered and installed. The Parties agree that within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. The Parties agree that within 365 days of the installation of a trunk or trunks, the trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum thresholds set forth in this Section are defined as “Under-utilized” trunks. BellSouth may disconnect any Under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

- 5.8.1.1 BellSouth’s Local Interconnection Switching Center (LISC) will notify Covad of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Covad interface. Covad will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Covad expects to need such trunks. BellSouth’s LISC Project Manager and Circuit Capacity Manager will discuss the information with Covad to determine if agreement can be reached on the number of trunks to be removed. If no agreement can be reached, BellSouth will issue disconnect orders to Covad. The due date of these orders will be four weeks after Covad was first notified in writing of the underutilization of the trunk groups.

- 5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

6. LOCAL DIALING PARITY

- 6.1 BellSouth and Covad shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

7. INTERCONNECTION COMPENSATION

7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic

- 7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.
- 7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
- 7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same LATA. ISP-bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction..
- 7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 ("ISP Order on Remand"), BellSouth and Covad agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Covad that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. BellSouth and Covad further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to BellSouth or Covad that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.
- 7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
- 7.1.5 The appropriate elemental rates set forth in Exhibit A of this Attachment shall apply for Transit Traffic as described in Sections 7.6 and 7.6.1 below and to Multiple Tandem Access as described in Section 4.10.1.5 above.

- 7.1.6 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.
- 7.1.7 If Covad assigns NPA/NXXs to specific BellSouth rate centers within the LATA and assigns numbers from those NPA/NXXs to Covad end users physically located outside of that LATA, BellSouth traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a Covad customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, Covad agrees to identify such interLATA traffic to BellSouth and to compensate BellSouth for originating and transporting such interLATA traffic to Covad at BellSouth's switched access tariff rates.
- 7.2 If Covad does not identify such interLATA traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Covad NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in BellSouth's Access Service Tariff. BellSouth shall make appropriate billing adjustments if Covad can provide sufficient information for BellSouth to determine whether or not said traffic is Local Traffic.
- 7.3 **Jurisdictional Reporting**
- 7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage ("PLU") factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and

reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to Covad. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.
- 7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.
- 7.3.5 **Audits.** On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Covad shall retain records of call detail for a minimum of nine months from which the PLU, PLF and/or PIU can be ascertained. The audit shall be conducted during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLF, PLU and/or PIU shall be adjusted based upon the audit results and shall apply for the quarter the audit was completed, for the quarter prior to the completion of the audit, and for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLF, PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

7.4 **Compensation for 8XX Traffic**

- 7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the BellSouth intrastate or interstate switched access tariffs. Covad will pay BellSouth the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs as applicable.
- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing ("TFD") to Covad requires interconnection from Covad to BellSouth's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. Covad shall establish SSS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Covad desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff.

7.5 **Mutual Provision of Switched Access Service**

- 7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.
- 7.5.2 If the BellSouth end user chooses Covad as their presubscribed interexchange carrier, or if the BellSouth end user uses Covad as an interexchange carrier on a 101XXXX basis, BellSouth will charge Covad the appropriate BellSouth tariff charges for originating switched access services.
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating,

switched access charges as set forth in BellSouth's Intrastate or Interstate Access Services Tariff, as appropriate.

- 7.5.4 When Covad's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing BellSouth facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by <customer name> as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When <customer name>'s end office subtends the BellSouth Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via BellSouth's Access Tandem switch, BellSouth, as the tandem company agrees to provide to <customer name>, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary.
- 7.5.5 BellSouth, as the tandem provider company, will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 BellSouth, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 7.5.7 Any claims against BellSouth, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date.
- 7.5.8 BellSouth, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 7.5.9 Covad agrees not to deliver switched access traffic to BellSouth for termination except over Covad ordered switched access trunks and facilities.

7.6 **Transit Traffic**

- 7.6.1 BellSouth shall provide tandem switching and transport services for Covad's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between Covad and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between Covad and Wireless Type 2A or a third party CLEC utilizing BellSouth switching shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier or a third party CLEC utilizing BellSouth switching have the capability to properly meet-point-bill in accordance with MECAB guidelines.

- 7.6.2 The delivery of traffic that transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees. BellSouth agrees to deliver Transit Traffic to the terminating carrier; provided, however, that Covad is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Covad. In the event that the terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic, Covad shall reimburse BellSouth for such costs. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8. **FRAME RELAY SERVICE INTERCONNECTION**

- 8.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Covad's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service in those states in which Covad is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Covad and BellSouth Frame Relay Switches in the same LATA.
- 8.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("IP(s)") within the LATA. All IPs shall be within the

same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.

- 8.3 Upon the request of either Party, such interconnection will be established where BellSouth and Covad have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 8.4 The Parties agree to provision local and intraLATA Frame Relay Service and Exchange Access Frame Relay Service and Managed Shared Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the IPs.
- 8.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
- 8.5.1 If the data packets originate and terminate in locations in the same LATA, and are consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- 8.5.2 If the originating and terminating locations of the two-way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
- 8.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Covad may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Covad that it has found that this method does not adequately represent the PLCU.
- 8.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.
- 8.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Covad will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Covad will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Covad's PLCU.

- 8.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Covad will pay, the total non-recurring and recurring charges for the NNI port. Covad will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Covad's PLCU.
- 8.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).
- 8.8 For the PVC segment between the Covad and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.
- 8.9 Compensation for PVC rate elements will be calculated as follows:
- 8.9.1 If Covad orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Covad Frame Relay switch, BellSouth will invoice, and Covad will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.
- 8.9.2 If BellSouth orders a Local VC connection between a Covad subscriber's PVC segment and a PVC segment from the Covad Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Covad will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Covad Frame Relay switches. If the VC is a Local VC, Covad will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Covad for the PVC segment.
- 8.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.9.4 If Covad requests a change, BellSouth will invoice and Covad will pay a Feature Change charge for each affected PVC segment.

- 8.9.4.1 If BellSouth requests a change to a Local VC, Covad will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 8.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 8.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service, Managed Shared Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.
- 8.10 Covad will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per Section 8.5.3 above.
- 8.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 9. OPERATIONAL SUPPORT SYSTEMS (OSS)**
- 9.1 The terms, conditions and rates for OSS are as set forth in FCC Tariff for Access Service Records.

Exhibit B

Basic Architecture

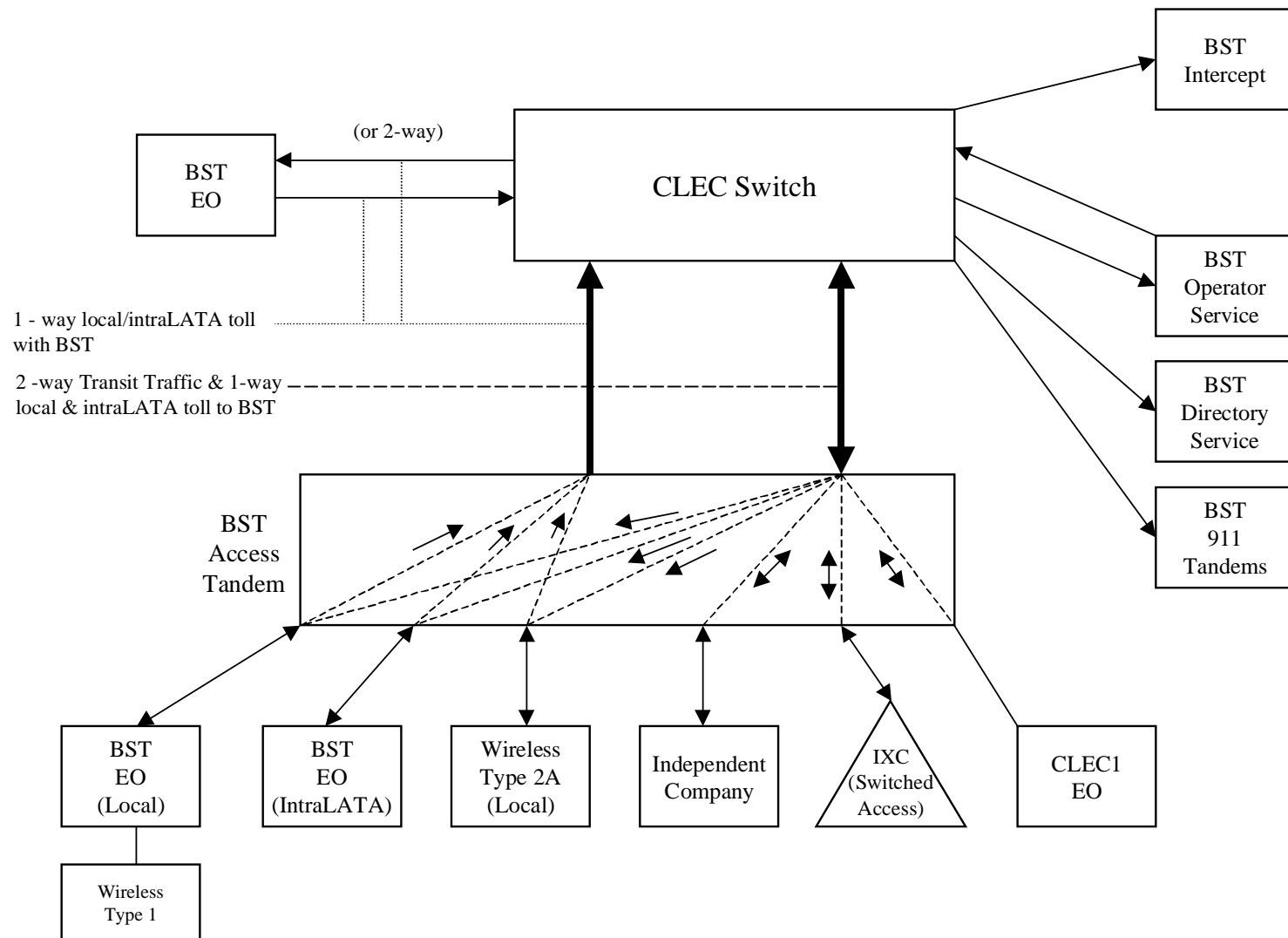


Exhibit C

One-Way Architecture

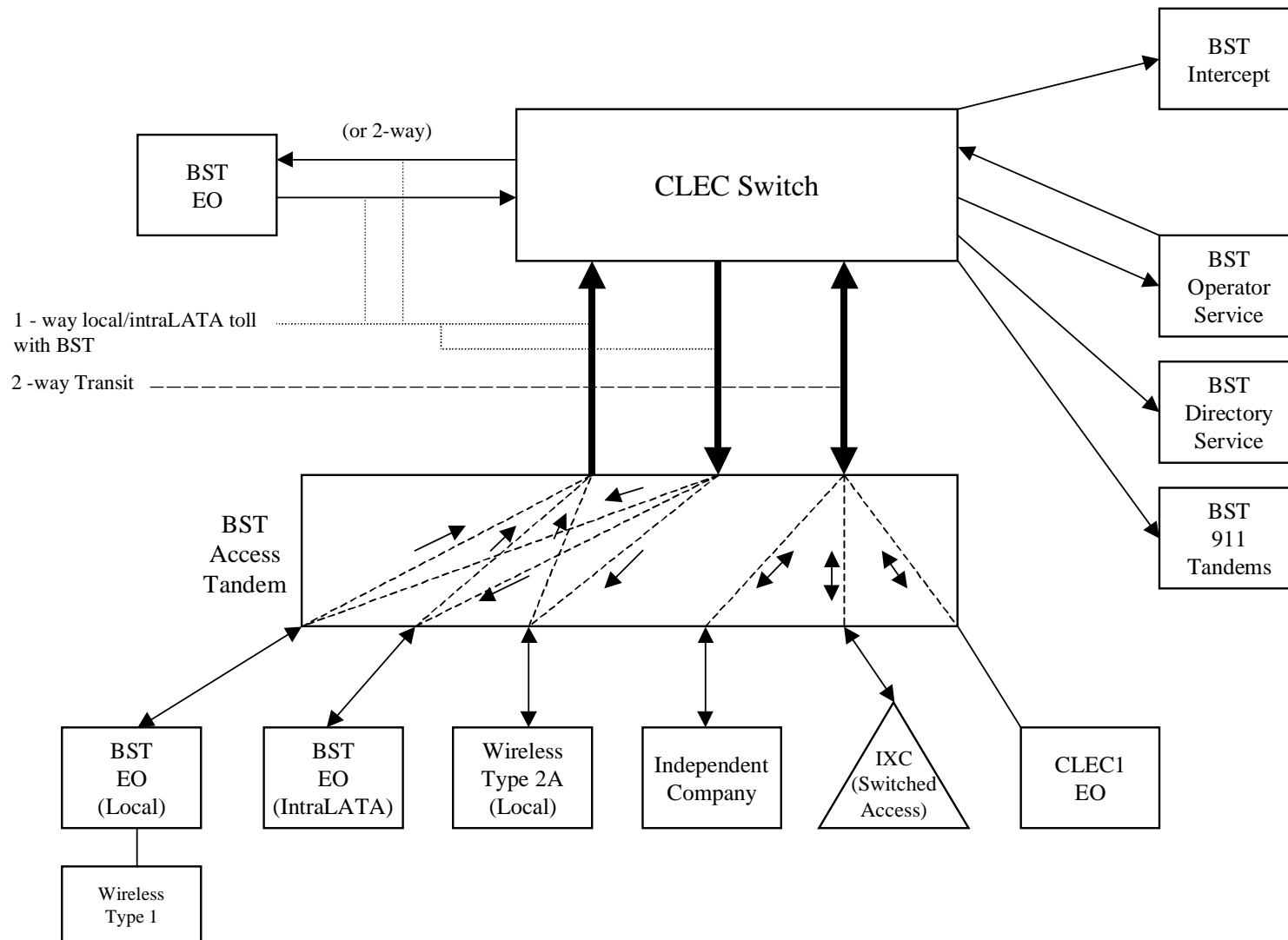


Exhibit D

Two-Way Architecture

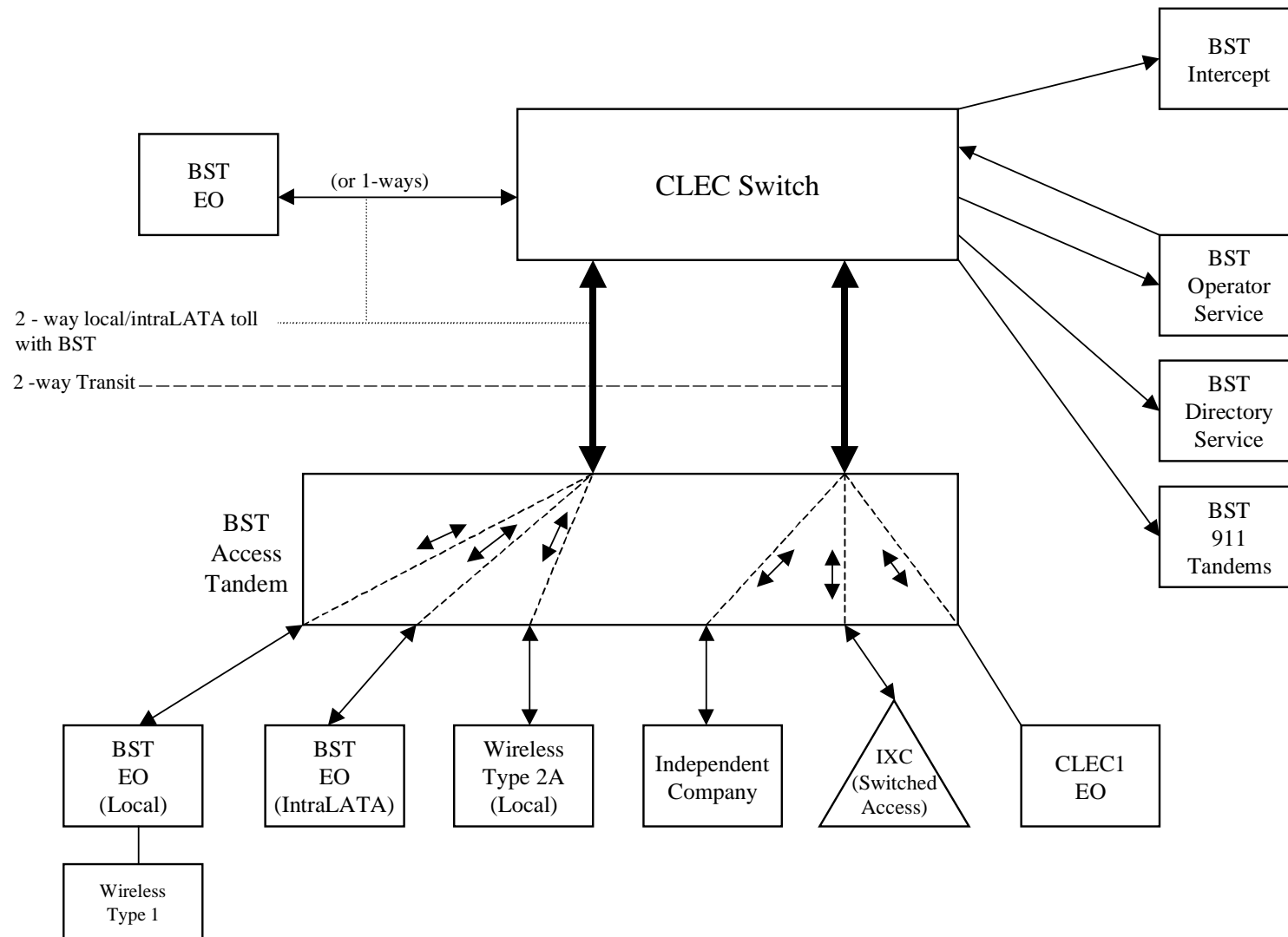
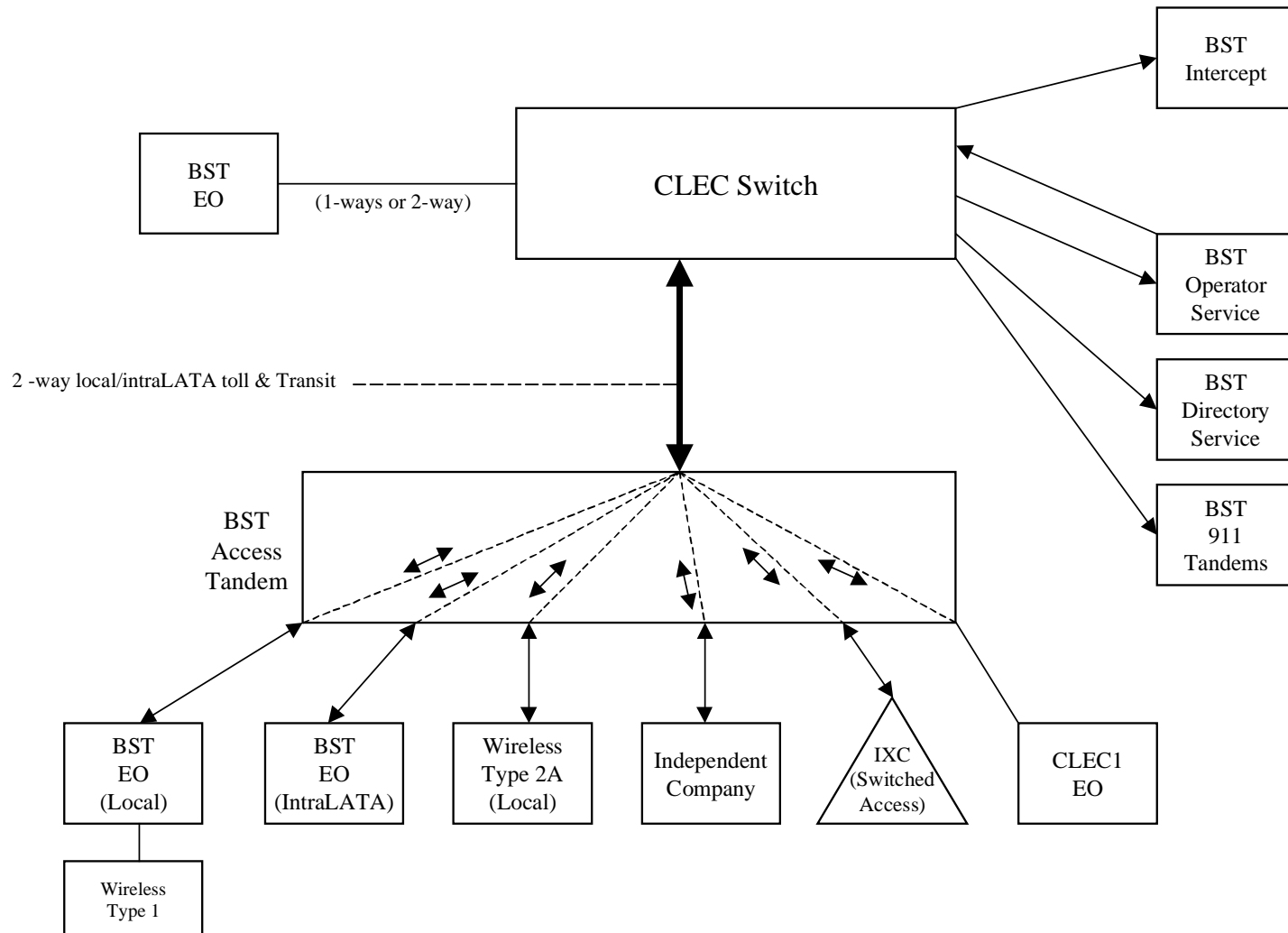


Exhibit E

Supergroup Architecture



LOCAL INTERCONNECTION
Alabama

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)						OSS RATES (\$)					
							Reg	Nonrecurring	First	Adm	Disconnect	Adm	Svc Order Submitted per LSR	Svc Order Submitted per LSR	Incremental Charge - Manual Order vs. Electronic-1st	Incremental Charge - Manual Order vs. Electronic-Adm	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Adm
LOCAL INTERCONNECTION (CALL TRANSFERT AND TERMINATION)																		
NOTE: "pk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for trunk and MTA traffic, and not for non-trunk and non-MTA traffic.																		
		TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD			0.00066928k										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD			0.00066928k										
		Tandem Intermediary Charge, per MOU*			OHD			0.0015										
		* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
		TRUNK CHARGE																
		Installation Trunk Side Service - per DSO			OHD	TPP++		333.69		56.91								
		Dedicated End Office Trunk Port Service-per DSO*			OHD	TDECP												
		Dedicated End Office Trunk Port Service-per DS1**			OHI OH1MS	TDEIP		0.00										
		Dedicated Tandem Trunk Port Service-per DSO**			OHD	TDWOP		0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OHI OH1MS	TDWIP		0.00										
		** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
		LOCAL INTERCONNECTION (TRANSFERT)																
		COMMON TRANSFERT (Shared)																
		Common Transfere - Per Mile, Per MOU			OHD			0.00000286k										
		Common Transfere - Facilities Termination Per MOU			OHD			0.00036859k										
		INTEROFFICE CHANNEL - DEDICATED TRANSFERT - VOICE GRADE																
		Interoffice Channel - Dedicated Transfere - 2-Wire Voice Grade - Per Mile per month			OHL OHM	1LSNF		0.0101										
		Interoffice Channel - Dedicated Transfere - 2-Wire Voice Grade - Facility Termination per month			OHL OHM	1LSNF		24.15	81.07	54.82	33.47	13.79						
		INTEROFFICE CHANNEL - DEDICATED TRANSFERT - 5664 Kbps																
		Interoffice Channel - Dedicated Transfere - 56 kbps - per mile per month			OHL OHM	1LSNK		0.0101										
		Interoffice Channel - Dedicated Transfere - 56 kbps - Facility Termination per month			OHL OHM	1LSNK		17.28	81.08	54.82	33.47	13.79						
		Interoffice Channel - Dedicated Transfere - 64 kbps - per mile per month			OHL OHM	1LSNK		0.0101										
		Interoffice Channel - Dedicated Transfere - 64 kbps - Facility Termination per month			OHL OHM	1LSNK		17.28	81.08	54.82	33.47	13.79						
		INTEROFFICE CHANNEL - DEDICATED TRANSFERT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OHI OH1MS	1LSNL		0.2067										
		Interoffice Channel - Dedicated Transfere - DS1 - Facility Termination per month			OHI OH1MS	1LSNL		68.75	178.53	163.61	32.70	28.88						
		INTEROFFICE CHANNEL - DEDICATED TRANSFERT - DS3																
		Interoffice Channel - Dedicated Transfere - DS3 - Per Mile per month			OHS OH3MS	1LSNM		4.67										
		Interoffice Channel - Dedicated Transfere - DS3 - Facility Termination per month			OHS OH3MS	1LSNM		804.02	557.49	325.51	120.39	116.91						
		LOCAL CHANNEL - DEDICATED TRANSFERT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEPV2		15.96	386.19	66.33	73.28	6.39						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEPV4		17.06	387.06	67.20	74.22	7.33						
		Local Channel - Dedicated - DS1 per month			OHI	TEPHG		41.52	354.94	307.43	44.38	30.52						
		Local Channel - Dedicated - DS3 Facility Termination per month			OHS	TEPHJ		476.04	903.03	527.87	238.97	167.16						
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																

Attachment 3
Exhibit A

Attachment 3
Exhibit A

Version 3Q01: 10/18/01

**LOCAL INTERCONNECTION
Florida**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	21.42	239.67	42.34	33.93	3.61						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	21.91	240.30	42.97	34.47	4.15						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	34.49	195.33	165.48	21.90	15.28						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	554.83	501.59	309.24	125.43	87.30						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	151.74	91.44	64.57	10.00	9.46						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	218.70	179.66	106.96	36.37	35.22						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	14.24	9.08	6.38								
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**LOCAL INTERCONNECTION
Georgia**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		0.0011009bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0011009bk										
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.28	56.84								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
		** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		0.000008bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.0004152bk										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0222										
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	17.07	79.61	36.08								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	79.61	36.08		0.00						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0222										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.45	79.61	36.08	0.00	0.00						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.4523										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	78.47	147.07	111.75								
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	2.72										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	788.00	511.10	330.77	122.31	119.14						

**LOCAL INTERCONNECTION
Georgia**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	13.91	382.95	62.40								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	14.99	368.44	64.05								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	38.36	356.15	312.89								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	515.91	639.50	426.31	122.31	119.14						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	126.22	198.22	123.59	31.03	19.75						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	182.04	280.66	195.33	83.10	59.96						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	11.02	12.02	8.66								
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**LOCAL INTERCONNECTION
Kentucky**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Nonrecurring							
							Rec	First	Add'l	First	Add'l						
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																
		TANDEM SWITCHING															
		Tandem Switching Function Per MOU			OHD		0.0007555bk										
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0007555bk										
		Tandem Intermediary Charge, per MOU*			OHD		0.001096										
		* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
		TRUNK CHARGE															
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.09	57.12								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
					OH1												
		Dedicated End Office Trunk Port Service-per DS1**			OH1MS	TDE1P	0.00										
					OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
					OH1												
		Dedicated Tandem Trunk Port Service-per DS1**			OH1MS	TDW1P	0.00										
		** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
LOCAL INTERCONNECTION (TRANSPORT)																	
		COMMON TRANSPORT (Shared)															
		Common Transport - Per Mile, Per MOU			OHD		0.0000031bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.000757bk										
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE															
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0118										
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	29.51	81.10	54.84	33.36	13.75						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS															
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0118										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	21.26	81.11	54.84	33.36	13.75						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0118										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	21.26	81.11	54.84	33.36	13.75						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.2407										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	97.38	178.59	163.67	32.59	28.79						
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															

**LOCAL INTERCONNECTION
Kentucky**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	5.10										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	1,191.53	557.69	325.62	120.00	116.54						
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	18.81	386.33	66.35	73.04	6.37						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	20.12	387.20	67.22	73.98	7.31						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	44.63	355.06	307.53	44.24	30.42						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	583.57	903.34	528.05	238.20	166.62						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tarified service Local Channel rate is applicable.															
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	139.65	182.14	125.19	21.00	19.52						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	194.82	356.40	188.00	66.30	63.44						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	14.43	13.16	9.43								
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**LOCAL INTERCONNECTION
Louisiana**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Nonrecurring		Nonrecurring									
							Rec	First	Add'l	First	Add'l							SOMECE
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																	
	TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		0.0006289bk											
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006289bk											
	TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.94	56.98									
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00											
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00											
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																		
	COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		0.0000037bk											
		Common Transport - Facilities Termination Per MOU			OHD		0.0004332bk											
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.013											
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	22.60	39.36	26.62									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.013											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	39.37	26.62									
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.013											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	15.61	39.37	26.62	0.00	0.00							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.2652											
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	70.47	86.69	79.44									
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	6.04											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	850.45	270.69	158.05									

**LOCAL INTERCONNECTION
Louisiana**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l							
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
		LOCAL CHANNEL - DEDICATED TRANSPORT																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	18.32	187.51	32.21									
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	19.41	187.94	32.63									
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	39.18	172.34	149.27									
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	469.44	438.46	256.30									
		LOCAL INTERCONNECTION MID-SPAN MEET																
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
		MULTIPLEXERS																
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	105.09	88.41	60.76									
					OH3													
		DS3 to DS1 Channel System per month			OH3MS	SATNS	201.48	172.99	91.25									
					OH1													
		DS3 Interface Unit (DS1 COCI) per month			OH1MS	SATCO	11.78	6.39	4.58									
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

**LOCAL INTERCONNECTION
Mississippi**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring	Disconnect									
Rec	First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																
	TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0006733bk										
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0006733bk										
	TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.11	56.98								
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00										
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00										
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00										
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00										
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.000003bk										
		Common Transport - Facilities Termination Per MOU			OHD		0.000499bk										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0112										
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.75	80.96	54.74	34.27	14.12						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0112										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.24	80.97	54.74	34.27	14.12						
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0112										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.24	80.97	54.74	34.27	14.12						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.2293										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	63.00	178.29	163.40	33.48	29.57						
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	5.43										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	705.42	556.75	325.07	123.28	119.71						

**LOCAL INTERCONNECTION
Mississippi**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Nonrecurring		Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECH

**LOCAL INTERCONNECTION
North Carolina**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Nonrecurring		Nonrecurring									
							Rec	First	Add'l	First	Add'l							SOMECS
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																	
		TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0012bk											
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0012bk											
		TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		333.54	56.88									
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00											
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00											
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																		
		COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.00001bk											
		Common Transport - Facilities Termination Per MOU			OHD		0.00034bk											
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0282											
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.00	137.48	52.58									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0282											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58		0.00							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0282											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.40	137.48	52.58	0.00	0.00							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.5753											
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	71.29	217.17	163.75									
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	12.98											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	720.38	794.94	579.55									

**LOCAL INTERCONNECTION
North Carolina**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	14.82	553.80	89.69								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	15.87	562.23	92.67								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.68	534.48	462.69								
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	498.87	562.25	527.88								
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	146.69	197.78	140.06								
					OH3												
		DS3 to DS1 Channel System per month			OH3MS	SATNS	233.10	403.97	234.40								
					OH1												
		DS3 Interface Unit (DS1 COCI) per month			OH1MS	SATCO	16.07	13.09	9.38								
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

**LOCAL INTERCONNECTION
South Carolina**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Nonrecurring		Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECS
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																	
		TANDEM SWITCHING																
		Tandem Switching Function Per MOU			OHD		0.0014911bk											
		Multiple Tandem Switching, per MOU (applies to intial tandem only)			OHD		0.0014911bk											
		TRUNK CHARGE																
		Installation Trunk Side Service - per DS0			OHD	TPP++		335.14	57.16									
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00											
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00											
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																		
		COMMON TRANSPORT (Shared)																
		Common Transport - Per Mile, Per MOU			OHD		0.0000121bk											
		Common Transport - Facilities Termination Per MOU			OHD		0.0004672bk											
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0167											
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	24.30	81.25	54.94	33.54	13.82							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0167											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	81.26	54.94	33.54	13.82							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0167											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	16.76	81.26	54.94	33.54	13.82							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.3415											
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	77.14	178.93	163.98	32.77	28.95							
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	8.02											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	880.65	558.74	326.23	120.66	117.17							

**LOCAL INTERCONNECTION
South Carolina**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l						
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	

**LOCAL INTERCONNECTION
Tennessee**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	First	Add'l	First	Add'l							SOMECS
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
	NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																	
	TANDEM SWITCHING																	
		Tandem Switching Function Per MOU			OHD		0.0009778bk											
		Multiple Tandem Switching, per MOU (applies to initial tandem only)			OHD		0.0009778bk											
	TRUNK CHARGE																	
		Installation Trunk Side Service - per DS0			OHD	TPP++		334.29	57.01									
		Dedicated End Office Trunk Port Service-per DS0**			OHD	TDE0P	0.00											
		Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00											
		Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDW0P	0.00											
		Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00											
	** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																		
	COMMON TRANSPORT (Shared)																	
		Common Transport - Per Mile, Per MOU			OHD		0.0000064bk											
		Common Transport - Facilities Termination Per MOU			OHD		0.0003871bk											
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHL, OHM	1L5NF	0.0174											
		Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month			OHL, OHM	1L5NF	18.58	55.39	17.37	27.96	3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHL, OHM	1L5NK	0.0174											
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51							
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHL, OHM	1L5NK	0.0174											
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHL, OHM	1L5NK	17.98	55.39	17.37	27.96	3.51							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1 OH1M	1L5NL	0.3562											
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1 OH1M	1L5NL	77.86	112.40	76.27	19.55	14.99							
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3 OH3M	1L5NM	2.34											
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3 OH3M	1L5NM	848.99	395.29	176.56	109.04	105.91							

**LOCAL INTERCONNECTION
Tennessee**

Attachment 3
Exhibit A

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Disconnect								
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	19.02	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	20.56	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	40.99	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	611.30	595.37	304.50	215.82	151.15						
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	80.77	141.87	77.11	44.47	42.62						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	222.98	308.03	108.47	6.34	4.23						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	17.58	6.07	4.66								
		Notes: If no rate is identified in the contract, the rates, terms and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.															

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Covad is occupying the Collocation Space as a sole occupant or as a Host within a Premises location in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, or Tennessee pursuant to Section 4. This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to collocation and the provisioning of Collocation Space.

- 1.2 Right to Occupy. Subject to Section 4 of this Attachment, BellSouth allows Covad to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Covad and agreed to by BellSouth (hereinafter "Collocation Space"). Premises as defined by the Code of Federal Regulation ("CFR") are BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including containing but not limited to vaults containing loop concentrators or similar structures. For purposes of this Attachment, BellSouth Premises include BellSouth Central Offices and Serving Wire Centers. For Remote Site collocation, the rates, terms, and conditions are set forth in Attachment 4-Remote Site Physical Collocation. The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises or Remote Sites shall be negotiated upon request for collocation at such location(s). The size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within a two-year period which are the same requirements that BellSouth applies to itself.
- 1.2.1 In the state of Florida, the size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within an eighteen (18) month period.
- 1.2.2 Virtual Collocation. Virtual Collocation will be provided in accordance with the Terms and Conditions of the applicable BellSouth State Tariff and if not available, then in accordance with BellSouth's FCC No. 1 Tariff. Virtual collocation rates are as set forth in Attachment 2 of this Agreement.

- 1.3 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Covad will be responsible for any justification of unutilized space within its space, if such justification is required by the appropriate State Commission.
- 1.4 Use of Space. Covad shall use the Collocation Space for the purposes of installing, maintaining and operating Covad's equipment (to include testing and monitoring equipment) that is necessary, for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services, as specifically set forth in this Attachment. Pursuant to Section 5 following, Covad may at its option, place Covad-owned fiber entrance facilities to the Collocation Space. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.5 Rates and Charges. Covad agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.6 Due Dates. If any due date contained in this Attachment falls on a weekend or holiday, then the due date will be the next business day thereafter.
- 1.7 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 1.8 Space Allocation. BellSouth shall attempt to accommodate Covad's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Covad's cost or materially delay Covad's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the Covad wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocator; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration and proper functioning of BellSouth's Premises. BellSouth may require separation of collocated equipment from its own equipment only if the proposed separated space is: (a) available in the same or a shorter time frame as non-separated space; (b) at a cost not materially higher than the cost of non-separated space; and (c) is comparable, from a technical and engineering standpoint to non-separated space. BellSouth may require such separation measures only where legitimate security concerns, or operation constraints, unrelated to BellSouth's or any of its affiliates' or subsidiaries' competitive concerns, warrants them. BellSouth may require Covad to use a separate entrance to its collocation space only where a separate entrance already exists or where construction of such an entrance is technically feasible

and will neither artificially delay collocation provisioning nor materially increase Covad's costs. Additionally, BellSouth may require construction of a separated entrance only where legitimate security concerns, or operational constraints unrelated to the incumbent's or any of its affiliate's or subsidiaries competitive concerns, warrants it.

2. Space Notification

2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Covad to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or that physical collocation is not practical for technical reasons.

2.1.1 Availability Notification. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. This interval excludes National Holidays. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.

2.1.2 Availability Notification (FL). BellSouth will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.

2.1.3 Availability Notification (LA). BellSouth will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.

2.2 Space Availability Report. Upon request from Covad, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability report does not reserve space at the premises.

2.2.1 The request from Covad for a Space Availability Report must be written and must include the Premises and Common Language Location Identification ("CLLI") code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

- 2.2.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request.
- 2.3 Denial of Application. After notifying Covad that BellSouth does not have space to accommodate the particular type of collocation arrangement or that a lesser amount of space is available in the requested Premises (“Denial of Application”), BellSouth will allow Covad, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application. If the request for the tour is not received within six (6) business days, Covad is entitled to tour the Premises within 20 business days of its request.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable requirements. However, in the absence of any Commission requirement, BellSouth will file a Petition for Waiver within thirty (30) calendar days after the date of Denial of Application.
- 2.5 Waiting List. Unless otherwise specified, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Covad must submit an updated, complete, and correct Application to BellSouth within 30 calendar days of such notification or notify BellSouth in writing within that time that Covad wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Covad does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Covad from the waiting list. Upon request, BellSouth will advise Covad as to its position on the list.
- 2.5.1 Waiting List (FL). In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the

Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available.

- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5
- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals applicable to Covad that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof or as otherwise agreed to by the Parties.

3. Collocation Options

- 3.1 Cageless. BellSouth shall allow Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covad to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Covad's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.
- 3.2 Cages. BellSouth shall construct enclosures in compliance with Covad's collocation request. At Covad's request, BellSouth shall permit Covad to subcontract the construction of physical collocation arrangements with a contractor certified by BellSouth ("BellSouth Certified Contractor"), provided however, that BellSouth shall not unreasonably withhold approval of contractors.
- 3.3 When Covad subcontracts the construction, Covad must arrange with a BellSouth Certified Contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation and at Covad's sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more

stringent than BellSouth's standard enclosure specification, Covad and Covad's BellSouth Certified Contractor must comply with the more stringent local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Covad and provide, at Covad's expense, the documentation, including architectural drawings, necessary for Covad to obtain the zoning, permits and/or other licenses. BellSouth shall pass on to Covad the costs of providing the documentation. The BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Covad's locked enclosure prior to notifying Covad.

- 3.3.1 BellSouth may elect to review Covad's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Covad indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Covad has indicated it's desire to construct it's own enclosure. If Covad's Initial Application does not indicate it's desire to construct it's own enclosure, but it's subsequent firm order does indicate it's desire to construct it's own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Covad shall be able to design caged enclosures in amounts as small as sufficient to house and maintain a single rack or bay of equipment. The review of the plans and specifications shall not impose delay on the construction of the enclosure, unless BellSouth notifies Covad in writing that its plans and specifications do not conform to the plans and specifications provided by BellSouth. The notice shall state how the specifications provided by Covad do not conform with BellSouth's specifications. If BellSouth reviews Covad's plans and specifications prior to construction, then BellSouth will have the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Covad's plans and specifications prior to construction, Covad will be entitled to request BellSouth to review; and in the event Covad does not request a BellSouth review, BellSouth shall have the right to inspect the enclosure after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Covad to remove or correct within seven (7) calendar days at Covad's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.4 Shared (Subleased) Caged Collocation. Covad may allow other telecommunications carriers to share Covad's caged collocation arrangement pursuant to terms and conditions agreed to by Covad ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Premises is

- located within a leased space and BellSouth is prohibited by said lease from offering such an option. Covad shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Covad that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Covad.
- 3.4.1 Covad shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall prorate the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Covad shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an initial Application, only one Application Fee will be assessed. A separate initial Guest application shall require the assessment of a Subsequent Application Fee, as set forth in Exhibit C, if this application is not the initial application made for the arrangement. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements
- 3.4.2 Covad shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Covad's Guests in the Collocation Space except to the extent caused by BellSouth's gross negligence, or willful misconduct.
- 3.5 Adjacent Collocation. BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where space within the Premises is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by Covad and in conformance with BellSouth's design and construction specifications. Further, Covad shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.5.1 Should Covad elect such option, Covad must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Covad and Covad's BellSouth Certified Contractor must comply with the more stringent local

- building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Covad's locked enclosure prior to notifying Covad.
- 3.5.2 Covad must submit its plans and specifications to BellSouth with its Firm Order. BellSouth may elect to review Covad's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days. If BellSouth reviews Covad's plans and specifications prior to construction, then BellSouth will have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to the submitted plans and specifications. If BellSouth elects not to review Covad's plans and specifications prior to construction, Covad will be entitled to request BellSouth to review; and in the event Covad does not request a BellSouth review, BellSouth shall have the right to inspect the Adjacent Arrangement after construction to make sure it is constructed according to BellSouth's guidelines and specifications. BellSouth may require Covad to remove or correct within seven (7) calendar days at Covad's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications
- 3.5.3 Covad shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Covad's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.5.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.4 proceeding.
- 3.6 Co-carrier cross-connect (CCXC). Covad shall not obtain collocation from BellSouth for the primary or sole purpose of cross-connecting to other competitive carriers. BellSouth will permit Covad to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language.

- 3.6.1 The CCXC, shall be provisioned through facilities owned by Covad. Such connections to other carriers may be made using either optical or electrical facilities. Covad may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Covad may not self provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Covad is responsible for ensuring the integrity of the signal.
- 3.6.2 Covad shall be responsible for obtaining authorization from the other CLEC(s) involved. Covad must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Covad-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Covad may have the option of constructing its own dedicated support structure.

4. Occupancy

- 4.1 Commencement Date. The “Commencement Date” shall be the day Covad's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Covad in writing that the Collocation Space is ready for occupancy. Covad must notify BellSouth in writing, including electronically, that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Covad's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination of Occupancy. In addition to any other provisions addressing Termination of Occupancy in this Attachment, Termination of Occupancy may occur in the following circumstances:
- 4.3.1 Covad may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy.
- 4.3.2 Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Collocation Space. Covad shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Collocation Space. Should Covad or Covad's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of Covad's right to occupy Collocation Space, Covad shall surrender such Collocation Space to BellSouth in the

same condition as when first occupied by Covad except for ordinary wear and tear, unless otherwise agreed to by the Parties. Covad shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Collocation Space

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by the FCC 47 C.F.R. Section 51.323 (b).

5.1.1 When BellSouth responds to an application for collocation, BellSouth will determine if the equipment Covad seeks to collocate is necessary based on the criteria established by the FCC. If, in BellSouth's opinion, equipment Covad seeks to collocate is not necessary for interconnection or access to unbundled network elements, BellSouth shall inform Covad in writing within the time period set forth in Section 2.1 of this attachment. If disagreement exists between the parties regarding whether the equipment Covad seeks to collocate is necessary for interconnection or access to unbundled network elements pursuant to FCC rules, either party may seek to resolve the issue pursuant to the dispute resolution provisions of this agreement. Whenever BellSouth objects to collocation of equipment by Covad for the purposes within the scope of Section 251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not "necessary" for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC's rules. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of Covad's equipment, citing safety standards, BellSouth must provide to Covad within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Covad's equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Covad's equipment does not satisfy; BellSouth's basis for concluding that Covad's equipment does not meet this safety requirement; and BellSouth's basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal

heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

- 5.1.3 Covad shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement and that is capable of or used to originate and/or terminate traffic. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Covad submits an application for terminations that exceed the total capacity of the collocated equipment, Covad will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.1.4 Covad shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.5 Covad shall place a plaque or other identification affixed to Covad's equipment necessary to identify Covad's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Covad may elect to place Covad-owned or Covad-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both Parties. Covad will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Covad will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Covad's equipment in the Collocation Space. In the event Covad utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Covad must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Covad is responsible for maintenance of the entrance facilities. At Covad's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Covad with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s)

- is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Covad's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.2.2 Shared Use. Covad may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Covad collocation arrangement within the same BellSouth Premises. Covad must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Covad-provided riser cable.
- 5.3 Demarcation Point. Except as otherwise stated, for new collocation spaces or for non-contiguous space augments after execution of this Agreement, BellSouth will designate the point(s) of demarcation between Covad's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Covad shall be responsible for providing, and a supplier certified by BellSouth ("Covad's BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.5. For all other terminations, BellSouth shall designate a demarcation point on a per arrangement basis. Covad or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.3, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At Covad's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Covad must make arrangements with a BellSouth Certified Supplier for such placement.
- 5.3.1 Demarcation Point (Florida and Tennessee). At Covad's expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space in Covad's designated equipment line-up, and shall serve as the demarcation point, provided that BellSouth has twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance. BellSouth will identify each cable extension (i.e., T-1, T-3, DSO) by correctly stenciling and labeling each cable extension as to its corresponding termination point(s) on the BellSouth network frame or bay. Covad or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, except as provided above, and may self-provision cross-connects that may be required within the collocation space to activate service requests. This demarcation point arrangement shall be utilized unless otherwise agreed to by the Parties.

- 5.3.2 Existing point(s) of Demarcation – Covad provided Pot Bay. BellSouth will grandfather existing point(s) of Demarcation established at a Covad provided POT Bay pursuant to contract. Covad shall order services using the existing remaining terminations in the POT bay that has the Demarcation Point until the POT bay is at space exhaust, and it is no longer technically feasible to add additional capacity to the existing point of demarcation, at which time BellSouth will designate the point(s) of demarcation pursuant to Sections 5.3, and 5.3.1 of this Attachment respectively.
- 5.3.3 Existing point(s) of Demarcation – BellSouth provided POT Bay. BellSouth will grandfather POT bay rates and cross connect rates from previous contract for existing Covad arrangements. Covad shall order services using the existing remaining terminations in the BellSouth provided POT bay that has the Demarcation Point until the POT bay is at space exhaust, and it is no longer technically feasible to add additional capacity to the existing point of demarcation, at which time BellSouth will designate the point(s) of demarcation pursuant to Sections 5.3, and 5.3.1 of this Attachment respectively. There will be a non-recurring charge for additional terminations ordered by Covad subsequent to the effective date of this Agreement. Non recurring charges will be at the rates in Exhibit C to this Attachment. .
- 5.3.4 Irrespective of where the demarcation point in a central office is located, BellSouth shall provide Covad with access to that demarcation point pursuant to Section 5.6 of this Attachment. To address access issues that arise on an emergency basis, BellSouth shall provide Covad with unescorted twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance at the Demarcation Point in accordance with terms of this Attachment 4. The BellSouth Access Customer Advocacy Center (ACAC) emergency access contact numbers will be provided to Covad for access related issues.
- 5.4 Covad's Equipment and Facilities. Covad, or if required by this Attachment, Covad's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Covad within the collocation space assigned by BellSouth. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards.
- 5.5 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Covad at least 48 hours before access to the Collocation Space is required. Covad may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Covad will not bear any of the expense associated with this work.
- 5.6 Access. Pursuant to Section 11, Covad shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covad agrees to provide the

- name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Covad or Covad's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Covad employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Covad or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.6.1 Lost or Stolen Access Keys. Covad shall notify BellSouth in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Covad shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.7 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covad shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Covad violates the provisions of this paragraph, BellSouth shall give written notice to Covad, which notice shall direct Covad to cure the violation within forty-eight (48) hours of Covad's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.7.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covad fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Covad's equipment. BellSouth will provide notice to Covad as soon as possible after taking such action and shall have no liability to Covad for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.7.2 For purposes of this Section 5.7, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of

- other advanced services or traditional voice band services and Covad fails to take curative action within 48 hours then BellSouth will establish before the relevant State Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Covad or, if subsequently necessary, the relevant State Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Covad shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.8 Personalty and its Removal. Subject to requirements of this Attachment, Covad may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Facilities and equipment placed by Covad in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Covad at any time. Any damage caused to the Collocation Space by Covad's employees, agents or representatives during the removal of such property shall be promptly repaired by Covad at its expense.
- 5.9 Alterations. In no case shall Covad or any person acting on behalf of Covad make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Covad. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require a Subsequent Application and Subsequent Application Fee, pursuant to sub-section 6.2.2.
- 5.10 Janitorial Service. Covad shall be responsible for the general upkeep of the Collocation Space. Covad shall arrange directly with a BellSouth Certified Contractor for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such contractors on a site-specific basis upon request.
- 6. Ordering and Preparation of Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Covad that are different from procedures or intervals set forth in this

section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted after the effective date thereof unless otherwise agreed by the Parties.

- 6.2 Application for Space. Covad shall submit an application document when Covad or Covad's Guest(s), as defined in Section 3.4, desires to request or modify the use of the Collocation Space.
- 6.2.1 Initial Application. For Covad or Covad's Guest(s) initial equipment placement, Covad shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Covad's Collocation Space(s) and an estimate of the amount of square footage required.
- 6.2.2 Subsequent Application. In the event Covad or Covad's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, ("Augmentation"), Covad shall complete an Application document ("Subsequent Application") detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Covad in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.
- 6.2.3 Subsequent Application Fee. The fee paid by Covad for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. . The fee for a Subsequent Application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. Upon request, BellSouth shall submit documentation to support the amount of the Subsequent Application Fee being assessed to Covad.
- 6.3 Space Preferences. If Covad has previously requested and received a Space Availability Report for the Premises, Covad may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth cannot accommodate the Covad's preference(s), Covad may elect to accept the space

allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.

- 6.4** Application Response. In Alabama, Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.4.1** Application Response (South Carolina). Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, the following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.4.2** Application Response (Tennessee). BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.4.3** Application Response (Florida). Within fifteen (15) calendar days of receipt of a Bona Fide Application, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Covad to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Covad submits ten (10) or more Applications

within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

- 6.4.4 Application Response (Georgia and Mississippi) In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available for caged or cageless arrangements, BellSouth will provide a written response (“Application Response”) within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.4.5 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond as to whether space is available or not available within a particular Premises in accordance with Section 2. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. BellSouth will respond with a full Application Response within thirty (30) calendar days for one to ten Applications; thirty-five (35) calendar days for eleven to twenty Applications; and for requests of more than twenty Application it is increased by five calendar days for every five Applications received within five business days.
- 6.5 Application Modifications. If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, for Physical Collocation or the Bona Fide Application for Adjacent Collocation, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Covad or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application for purposes of the provisioning interval and BellSouth shall charge Covad an Application Fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require Covad to submit the Application with an Application Fee. Upon request, BellSouth shall submit documentation to support the amount of the Application Fee being assessed to Covad.
- 6.6 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, Covad shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when Covad has

completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application.. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application, the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire

- 6.6.1 Bona Fide Firm Order. Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Covad shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Covad has completed the Application/Inquiry process described in Section 6.2, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire.
- 6.6.2 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Covad's Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.
- 6.6.3 BellSouth will permit one accompanied site visit to Covad's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Covad, otherwise, access shall be pursuant to Section 7.8 of this Attachment.
- 6.6.4 Covad must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Covad desires access to the Collocation Space.
- 6.7
- 6.7.1 Construction and Provisioning Interval. In Alabama (Caged Only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of

extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Covad submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Covad submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Covad submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Covad at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

To be considered a timely and accurate forecast, Covad must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.

- 6.7.2 In Alabama (Cageless), BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.7.3 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or

as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Covad cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

- 6.7.4 Construction and Provisioning Interval (Georgia and Mississippi). BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Covad or seek a waiver from this interval from the Commission.
- 6.7.5 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred and twenty (120) calendar days for caged and ninety (90) for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternate provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.7.6 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an

alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.

6.7.7 Construction and Provisioning Interval (Tennessee). BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Covad installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Covad or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

6.8 Joint Planning. Joint planning between BellSouth and Covad will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a Bona Fide Firm Order. The Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to Covad during joint planning. BellSouth will complete design work related to work for which BellSouth is responsible following joint planning.

6.9 Permits. BellSouth shall use its best efforts to assign Covad collocation space within BellSouth Premises that has existing infrastructure such as HVAC, lighting, and available power. To the extent that BellSouth is required to perform any work in connection with Covad's collocation arrangement, upon completion of the detailed engineering and architectural plans and upon request from Covad, BellSouth shall provide Covad information from which the determination of a permit requirement was made as soon as possible but no later than 20 calendar days, and advise Covad of the permitting authority and permit processing number(s) to enable Covad to check the progress on obtaining any necessary permit(s).

6.10 Acceptance Walk Through. Covad will contact BellSouth within seven (7) days of collocation space being ready to schedule and complete an acceptance walk through of each Collocation Space requested from BellSouth by Covad. BellSouth will correct

- any deviations to Covad's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.11 Use of BellSouth Certified Supplier. Covad shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards. In some cases, Covad must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Covad with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Covad's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Covad upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Covad or any supplier proposed by Covad.
- 6.12 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Covad shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Covad's Collocation Space. Upon request, BellSouth will provide Covad with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Covad. Both Parties shall use best efforts to notify the other of any verified environmental hazard known to that Party.
- 6.13 Basic Telephone Service. Upon request of Covad, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested. BellSouth also shall provide Covad employees, contractors, agents, and representatives with reasonable access to basic facilities, such as restroom facilities, parking, and temporary, occasional use of electrical convenience outlets where available, while at BellSouth's premises.
- 6.14 Virtual to Physical Collocation Transition. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and that physical Collocation Space has subsequently become available, Covad may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Covad, such information will be provided to Covad in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Covad within 180 calendar days of BellSouth's written

- denial of Covad's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Covad was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then Covad may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Covad must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 6.15 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 6.15.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative, billing, and engineering records updates.
- 6.15.2 In Tennessee, BellSouth will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 6.16 Cancellation. If, at anytime prior to space acceptance, Covad cancels its order for the Collocation Space(s), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Covad cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Covad for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled..
- 6.17 Licenses. Covad, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 6.18 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

- 7.1 BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Covad's current billing cycle and is non-refundable.
- 7.1.1 In Tennessee the applicable Application Fee is the Planning Fee for both Applications and Subsequent Applications placed by Covad.
- 7.2 Recurring Charges for Space Preparation. The recurring charges for space preparation begin on the date that Covad executes the written document accepting the Collocation Space pursuant to Section 6.10, or on the date Covad first occupies the Collocation Space, whichever is sooner. If Covad fails to schedule and complete a walkthrough pursuant to Section 6.10 within 15 days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Covad for recurring charges as of the sixteenth (16) day after BellSouth's releases the Collocation Space. Recurring charges for space preparation will not apply to the extent that such space preparation fees have previously been paid by Covad on a non-recurring basis.
- 7.2.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Covad shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Covad opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7
- 7.3 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. Covad shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Covad first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Covad opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7.

- 7.4 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. . In the event Covad opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Covad as prescribed in Section 7.7
- 7.5 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by Covad on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date Covad first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Covad opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Covad as described in Section 7.7.
- 7.6 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed.
- 7.7 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not recover any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Covad shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Covad shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Covad's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Covad shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges begin on the date that Covad executes the written document accepting the Collocation Space pursuant to Section 6.10, or on the date Covad first occupies the Collocation Space, whichever is sooner. If Covad fails to schedule and complete a walkthrough pursuant to Section 6.10 within 15 days after BellSouth releases the space for occupancy, then BellSouth shall begin billing Covad for recurring charges as of the sixteenth (16) day after BellSouth's releases the Collocation Space.

7.8 Power. BellSouth shall make available –48 Volt (-48V) DC power for Covad's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay ("BDFB") at Covad's option within the Premises. BellSouth shall deliver power (including all necessary cabling) to Covad's collocation space or adjacent arrangement within the interval for preparation of space set forth in section 6.

7.8.1 Recurring charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Covad's equipment or space enclosure. When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Covad's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Covad's BellSouth Certified power Supplier. Covad is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Covad's equipment. At Covad's option, Covad may request that BellSouth run the power cabling from the BellSouth Power Board or Battery Distribution Fuse Board ("BDFB") to Covad's Collocation Space. Cables delivered should be of adequate length to terminate anywhere within that collocation arrangement. There will be a non-recurring charge for such cabling. Covad shall have responsibility for routing and terminating the cabling within its Collocation Space. Covad shall provide notification to BellSouth that such power cables have been terminated, and upon such notification BellSouth will install the appropriate protection devices.

Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Covad must provide BellSouth a copy of the engineering power specification prior to the day on which Covad's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Covad's arrangement area. Covad shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Covad's arrangement; power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. Covad shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling.

7.8.2 If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Covad has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the addition of Covad's dedicated power plant results in construction of a new power plant room, upon termination of Covad's right to occupy collocation space at such site, Covad

shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

- 7.8.3 If Covad elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Covad's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Covad's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Covad's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. At Covad's option, Covad may request that BellSouth run the power cabling from the BellSouth Power Board or Battery Distribution Fuse Board ("BDFB") to Covad's Collocation Space. Cables delivered should be of adequate length to terminate anywhere within that collocation arrangement. There will be a non-recurring charge for such cabling. Non recurring charges shall consist of BellSouth engineering time and any vendor engineering and installation expenses, to include vendor labor, materials, and other expenses billed to BellSouth for supplying power cabling to Covad's Collocation Space. Covad shall be entitled to review the documentation supporting these charges. Covad shall have responsibility for routing and terminating the cabling within its Collocation Space. Covad shall provide notification to BellSouth that such power cables have been terminated, and upon such notification BellSouth will install the appropriate protection devices.
- 7.8.4 Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Covad's option, Covad may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.8.5 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Covad's equipment or space enclosure. Covad shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Covad's arrangement and terminations of cable within the collocation space.
- 7.8.6 In Tennessee, Non recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Covad's arrangement area.
- 7.8.7 In Louisiana, Covad has the option to purchase power directly from an electric utility company. Under such an option, Covad is responsible for contracting with the electric utility company for their own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The

actual work to install this arrangement must be performed by a certified vendor hired by Covad must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Covad in provisioning said power will be billed on an ICB basis.

- 7.9 Security Escort. A security escort will be required whenever Covad or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.5.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. Either Party will wait for one-half (1/2) hour after the scheduled time for such an escort and shall pay the other for such half-hour charges in the event either Party fails to show up.
- 7.10 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by an effective order, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 7.11 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Late payment charges are as set forth in Attachment 7.

8 Insurance

- 8.1 Covad shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.

- 8.2 Covad shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Covad may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.5 All policies purchased by Covad shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Covad's property has been removed from BellSouth's Premises, whichever period is longer. If Covad fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covad.
- 8.4 Covad shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Covad shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Covad's insurance company. Covad shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 8.5 Covad must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

- 8.6 Self-Insurance. If Covad's net worth exceeds five hundred million dollars (\$500,000,000), Covad may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Covad shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Covad in the event that self-insurance status is not granted to Covad. If BellSouth approves Covad for self-insurance, Covad shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covad's corporate officers. The ability to self-insure shall continue so long as the Covad meets all of the requirements of this Section. If the Covad subsequently no longer satisfies this Section, Covad is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Covad under this Section.
- 8.8 The net worth requirements set forth in Section 8.6 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Covad to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9 Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Covad), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10 Inspections

- 10.1 BellSouth may periodically conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) to check quality of engineering/installation of the Certified Vendor. BellSouth's inspection shall not delay activation of Covad's equipment

unless violation of BellSouth TR-73503 standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violation, if any. BellSouth may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals as mutually agreed upon by the Parties, however, such routine inspections shall not exceed once a quarter. BellSouth shall provide Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11 Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Covad will be permitted in the BellSouth Premises. Covad shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Covad name. BellSouth reserves the right to remove from its premises any employee of Covad not possessing identification issued by Covad or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Covad shall be solely responsible for ensuring that any Guest of Covad is in compliance with all subsections of this Section 11.
- 11.1.1 Covad will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covad employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Covad employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. This requirement will not apply if Covad has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Covad employee seeking access, for the states/counties where the Covad employee has worked and lived for the past five years.
- 11.1.2 Covad will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth. BellSouth will administer security training to its personnel assigned to the BellSouth Premises.

- 11.1.3 Covad shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Covad shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Covad personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Covad chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Covad may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Covad employee hired by Covad within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Covad will disclose the nature of the convictions to BellSouth at that time. In the alternative, Covad may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 For all other Covad employees requiring access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.1.4 above and that security training was completed by the employee.
- 11.2 At BellSouth's request, Covad shall promptly remove from the BellSouth's Premises any employee of Covad BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Covad is seen interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.3 Notification to BellSouth. BST reserves the right to interview Covad's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Covad's Security contact of such interview. Covad and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Covad's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Covad for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Covad's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Covad for BellSouth property

- which is stolen or damaged where an investigation determines the culpability of Covad's employees, agents, or contractors and where Covad agrees, in good faith, with the results of such investigation. Covad shall notify BellSouth in writing immediately in the event that Covad discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.
- 11.3.1 Notification to Covad. Covad reserves the right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around Covad's property or involving Covad's personnel, provided that Covad shall provide at least two business days' notice, unless otherwise agreed to by the parties, to BellSouth's Security contact of such interview. BellSouth and its contractors shall reasonably cooperate with Covad's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BellSouth's employees, agents, or contractors. Additionally, Covad reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BellSouth's employees, agents, or contractors are responsible for the alleged act. Covad shall bill BellSouth for Covad property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or contractors and where BellSouth agrees, in good faith, with the results of such investigation. BellSouth shall provide Covad timely notification in the event that BellSouth discovers one of its employees is a possible security risk to Covad property. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices.
- 11.4 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.6 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12 Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Covad's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Covad's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Covad, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Covad. Where allowed and where practical, Covad may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Covad's permitted use, until such Collocation Space is fully repaired and restored and Covad's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Covad has placed an Adjacent Arrangement pursuant to Section 3.5, Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13 Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Covad shall each have the right to terminate this Attachment with

respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14 Nonexclusivity

- 14.1 Covad understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Covad agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Covad shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Covad should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covad to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Covad will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Covad when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Covad space with proper notification. BellSouth reserves the right to stop any Covad work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Covad are owned by Covad. Covad will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial

- new safety or environmental hazards can be created by Covad or different hazardous materials used by Covad at BellSouth Facility. Covad must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Covad to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Covad will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Covad will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covad must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Covad shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Covad agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Covad further agrees to cooperate with BellSouth to ensure that Covad's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Covad, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

THREE MONTH CLEC FORECAST

CLEC NAME _____

DATE _____

STATE	Central Office/City	CAG ED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATI ONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Applicatio n Date	NOTES
			Standard Bays*	Non- Standard Bays**							
*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in BellSouth is 7' 0". ** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.											

Notes: Forecast information will be used for no other purpose than collocation planning.

Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

Remote Site Physical Collocation

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Covad is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4.

All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.

- 1.2 Right to occupy. BellSouth shall offer to Covad Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Covad a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Covad and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for other BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above. The size specified by Covad may contemplate a request for space sufficient to accommodate Covad's growth within a two year period.
- 1.2.1 Virtual Collocation. Virtual Collocation will be provided in accordance with the Terms and Conditions of the applicable BellSouth State Tariff and if not available, then in accordance with BellSouth's FCC No. 1 Tariff. Virtual collocation rates are as set forth in Attachment 2 of this Agreement.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled

by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Covad that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Covad's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Covad. Covad agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Covad. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Covad as above, Covad shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Covad in obtaining such permission.

- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Covad will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate State Commission.
- 1.5 Use of Space. Covad shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Covad's equipment (to include testing and monitoring equipment) that is necessary for interconnection with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.
- 1.6 Rates and charges. Covad agrees to pay the rates and charges identified in Exhibit B attached hereto, on an interim basis, subject to true-up, when effective rates of these elements are set by State Commissions.

2. Space Notification

- 2.1 Availability of Space. Upon submission of an Application pursuant to Section 6, BellSouth will permit Covad to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site collocation is not practical for technical reasons. BellSouth will respond to an Application within ten (10) business days as to whether space is available or not available

within a BellSouth Remote Site Location. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.5.2 shall apply, or BellSouth may elect to deny space in accordance with this section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Covad of the amount of space that is available.

- 2.3 Space Availability Report. Upon request from Covad, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability report does not reserve space at the premises.
- 2.3.1 The request from Covad for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4 and for the Remote Site Location may be obtained from Telecordia Technologies. If Covad is unable to obtain the CLLI code, from for example a site visit to the remote site, Covad may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Covad should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Covad should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.3.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) business days of receipt of such request.
- 2.4 Remote Terminal information. Upon request, BellSouth will provide Covad with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.

- 2.4.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Covad request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Covad, up to a maximum of thirty (30) wire centers per Covad request per month per state and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Covad agrees to pay the costs incurred by BellSouth in providing the information.
- 2.5 Denial of Application. After notifying Covad that BellSouth has no available space in the requested Remote Site Location ("Denial of Application"), BellSouth will allow Covad, upon request, to tour the Remote Site Location within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) business days of the Denial of Application. Any request for a tour which BellSouth receives later than (5) business days after the Denial of Application shall be granted within ten (10) business days of the request.
- 2.6 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).
- 2.7 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Covad must submit an updated, complete, and correct Application to BellSouth within 30 business days or notify BellSouth in writing that Covad wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Covad does not submit such an Application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Covad from the waiting list. Upon request, BellSouth will advise Covad as to its position on the list.
- 2.8 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site

Locations that are without available space. BellSouth shall update such document within ten (10) business days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

- 2.9 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Covad, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all Applications submitted for the first time after the effective date thereof for that jurisdiction.

3. Collocation Options

- 3.1 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.
- 3.2 Cageless. BellSouth shall allow Covad to collocate Covad's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Covad to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Covad must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.8 following. Subject to space availability and technical feasibility, at Covad's option, Covad may enclose its equipment.
- 3.3 Shared (Subleased) Collocation. Covad may allow other telecommunications carriers to share Covad's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Covad ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Covad shall notify BellSouth in writing upon execution of any agreement between

the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Covad that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Covad.

- 3.3.1 Covad shall be the sole interface and responsible Party to BellSouth for the purpose of submitting Applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit B. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 Covad shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Covad's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. BellSouth will provide approval for adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") where space within the Remote Site Location is legitimately exhausted, subject to technical feasibility, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property and where permitted by zoning and other applicable state and local regulations. The Remote Site Adjacent Arrangement shall be constructed or procured by Covad and in conformance with BellSouth's design and construction specifications. Further, Covad shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Covad elect such an option, Covad must arrange with a BellSouth Certified Contractor to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Covad and Covad's BellSouth

Certified Contractor must comply with local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. Covad must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Covad's locked enclosure prior to notifying Covad.

- 3.4.2 BellSouth maintains the right to review Covad's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s). BellSouth may inspect the Remote Site Adjacent Arrangement(s) following construction and prior to the Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require Covad, at Covad's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such inspection(s), up to and including removal of the Remote Site Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.3 Covad shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Covad's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
- 3.5 Co-carrier cross-connect (CCXC). Covad shall not obtain collocation from BellSouth for the primary or sole purpose of cross-connecting to other competitive carriers. BellSouth will permit Covad to interconnect between its virtual or physical collocation arrangements and those of another collocated CLEC whose Agreement contains co-carrier cross-connect language.

- 3.5.1 The CCXC shall be provisioned through facilities owned by Covad. Such connections to other carriers may be made using either optical or electrical facilities. Covad may deploy such optical or electrical connections directly between its own facilities and the facilities of other CLEC(s) without being routed through BellSouth equipment. Covad may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. Covad is responsible for ensuring the integrity of the signal.
- 3.5.2 Covad shall be responsible for obtaining authorization from the other CLEC(s) involved. Covad must use a BellSouth Certified Supplier to place the CCXC. There will be a recurring charge per linear foot of common cable support structure used. Covad-provisioned CCXC shall utilize common cable support structure. In the case of two contiguous collocation arrangements, Covad may have the option of constructing its own dedicated support structure.
- 3.5.3 CCSXs that run between different enclosures at the remote site must comply with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Covad and Covad's BellSouth Certified Contractor must comply with local building code requirements. Covad's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Covad's BellSouth Certified Contractor shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Covad's equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Covad in writing that the Remote Collocation Space is ready for occupancy. Covad must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Covad's telecommunications equipment will be deemed operational when connected to BellSouth's network for the purpose of service provision.

- 4.3 **Termination.** Except where otherwise agreed to by the Parties, Covad may terminate occupancy in a particular Remote Collocation Space upon thirty (30) business days prior written notice to BellSouth. Upon termination of such occupancy, Covad at its expense shall remove its equipment and other property from the Remote Collocation Space. Covad shall have thirty (30) business days from the termination date to complete such removal, unless the parties agree to extend that interval, including the removal of all equipment and facilities of Covad's Guests; provided, however, that Covad shall continue payment of monthly fees to BellSouth until such date as Covad has fully vacated the Remote Collocation Space. Should Covad or Covad's Guest fail to vacate the Remote Collocation Space within thirty (30) business days from the termination date, BellSouth shall have the right to remove the equipment and other property of Covad or Covad's Guest at Covad's expense and with no liability for damage or injury to Covad or Covad's Guest's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Covad shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Covad except for ordinary wear and tear unless otherwise agreed to by the Parties. Covad shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. Use of Remote Collocation Space

- 5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment that is necessary for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b).
- 5.1.1 When BellSouth responds to an application for collocation, BellSouth will determine if the equipment Covad seeks to collocate is necessary based on the criteria established by the FCC. If, in BellSouth's opinion, equipment Covad seeks to collocate is not necessary for interconnection or access to unbundled network elements, BellSouth shall inform Covad in writing within the time period set forth in Section 2.1 of this attachment. If disagreement exists between the parties regarding whether the equipment Covad seeks to collocate is necessary for interconnection or access to unbundled network elements pursuant to FCC rules, either party may seek to resolve the issue pursuant to the dispute resolution provisions of this agreement. Whenever BellSouth objects to collocation of equipment by Covad for the purposes within the scope of Section

251(c)(6) of the Act, BellSouth shall prove to the Commission that the equipment is not “necessary” for the purpose of obtaining interconnection or access to unbundled network elements in accordance with the FCC’s rules. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications performance standards. If BellSouth denies collocation of Covad’s equipment, citing safety standards, BellSouth must provide to Covad within five (5) business days of the denial a list of all equipment that BellSouth locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Covad’s equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that Covad’s equipment does not satisfy; BellSouth’s basis for concluding that Covad’s equipment does not meet this safety requirement; and BellSouth’s basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

- 5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.
- 5.1.3 Covad shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.4 Covad shall place a plaque or other identification affixed to Covad’s equipment necessary to identify Covad’s equipment, including a list of emergency contacts with telephone numbers.
- 5.1.5 All Covad equipment installation shall comply with BellSouth TR 73503-11, Section 8, “Grounding - Engineering Procedures.” Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with

a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.

- 5.2 Entrance Facilities. Covad may elect to place Covad-owned or Covad-leased entrance facilities into the Remote Collocation Space from Covad's point of presence. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. Covad will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Covad must contact BellSouth for instructions prior to placing the entrance facility cable. Covad is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. Covad may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Covad collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Covad's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Covad or its agent must perform all required maintenance to Covad equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following
- 5.4 Covad's Equipment and Facilities. Covad, or if required by this Attachment, Covad's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Covad.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications
- 5.6 Access. Pursuant to Section 11, Covad shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Covad agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of Covad or Covad's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Covad agrees to be responsible for all Access Keys and for the return of all said Access Keys in the

possession of Covad employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Covad or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.

- 5.7 Lost or Stolen Access Keys. Covad shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations as a result of a lost Access Key(s) or for failure to return an Access Key(s), Covad shall pay for all reasonable costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Covad shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Covad violates the provisions of this paragraph, BellSouth shall give written notice to Covad, which notice shall direct Covad to cure the violation within forty-eight (48) hours of Covad's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement. Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Covad fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Covad's equipment. BellSouth will provide notice to Covad as soon as possible after taking such action and shall have no liability to Covad for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 5.9 Presence of Facilities. Facilities and equipment placed by Covad in the Remote Collocation Space shall not become a part of the Remote Site

Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personality and may be removed by Covad at any time. Any damage caused to the Remote Collocation Space by Covad's employees, agents or representatives shall be promptly repaired by Covad at its expense.

5.10 Alterations. In no case shall Covad or any person acting on behalf of Covad make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Covad. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an Application Fee, pursuant to sub-section 6.2.2.

5.11 Upkeep of Remote Collocation Space. Covad shall be responsible for the general upkeep of the Remote Collocation Space. Covad shall be responsible for removing any Covad debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

6. Ordering and Preparation of Remote Collocation Space

6.1 State or Federal Regulatory agency impose procedures or intervals. Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Covad, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.

6.2 Application for Space. Covad shall submit a Remote Site Collocation Application when Covad or Covad's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.

6.2.1 Initial Application. For Covad or Covad's Guest(s) equipment placement, Covad shall submit to BellSouth an Application,. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Covad's Remote Collocation Space(s).

- 6.2.2 Application Fee. BellSouth will assess an Application Fee on a service order which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1.
- 6.3 Application Response.
- 6.3.1 Application Response. In Alabama, Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3.2 Application Response (South Carolina) Except as otherwise provided, for all States that have ordered provisioning intervals but not application response intervals, The following will apply. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.3.3 When multiple applications are submitted in a state within a fifteen (15) calendar day window, BellSouth will respond to the Bona Fide Applications as soon as possible, but no later than the following: within thirty (30) calendar days for Bona Fide Applications 1-5; within thirty-six (36) calendar days for Bona Fide Applications 6-10; within forty-two (42) calendar days for Bona Fide Applications 11-15. Response intervals for multiple Bona Fide Applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.
- 6.3.4 Application Response (Tennessee). BellSouth will provide a written response ("Application Response") within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.

- 6.3.5 Application Response (Florida). When space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Covad to place a Firm Order. When Covad submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.3.6 Application Response (Georgia and Mississippi). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty (20) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.3.7 Application Response (Louisiana). In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond as to whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. BellSouth will respond with a full Application Response within thirty (30) calendar days for one (1) to ten (10) Applications; thirty (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications, it is increased by five (5) calendar days for every five Applications received within five (5) business days. The Application Response will include, at a minimum, the estimated provisioning interval, and any additional engineering charges, if applicable, together with sufficient information to explain such extension.
- 6.4 Application Modifications.
- 6.4.1 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Covad or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and BellSouth may charge Covad an application fee. Where the Application Modification does not require assessment for provisioning or construction work by BellSouth, no

application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require Covad to submit the Application with an Application Fee. Upon request, BellSouth shall submit documentation to support the amount of the Application Fee being assessed to Covad.

6.5 Bona Fide Firm Order.

6.5.1 Bona Fide Firm Order. In Alabama, Kentucky, North Carolina, and Tennessee, Covad shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Covad has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application. If the Bona Fide Firm Order is not received by BellSouth within five (5) business days after BellSouth's Application Response to Covad's Bona Fide Application, the provisioning interval will be increased by one (1) business day for each business day after the initial five (5) business days. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire

6.5.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Covad shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Covad has completed the Application/Inquiry process described in this Section 6, preceding and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Covad's Bona Fide Application or the Application will expire.

6.5.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Covad's Bona Fide Firm Order within seven (7) calendar days

of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

- 6.6 BellSouth will permit one accompanied site visit to Covad's designated Remote Collocation Space after receipt of the Bona Fide Firm Order without charge to Covad.

6.7 Construction and Provisioning

6.7.1 Construction and Provisioning Intervals.

- 6.7.1.1 Construction and Provisioning Intervals (Alabama (Caged only), Kentucky, and North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Covad submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Covad submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Covad submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Covad at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc.), conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an Application.

- 6.7.1.1.1 To be considered a timely and accurate forecast, Covad must submit to BellSouth the CLEC Forecast Form, as set forth in exhibit B attached

hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of bays, number of DS0, DS1, DS3 terminations, equipment power requirements (power drain) and planned application date.

- 6.7.1.2 Construction and Provisioning Interval (Florida). BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Covad cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.
- 6.7.1.3 Construction and Provisioning Interval (Georgia, and Mississippi). BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.7.1.4 Construction and Provisioning Interval (Louisiana). BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.7.1.5 Construction and Provisioning Interval (South Carolina). BellSouth will complete the construction and provisioning activities for collocation arrangements as soon as possible, but no later than 90 calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.7.1.6 Construction and Provisioning Interval (Tennessee). BellSouth will complete construction for collocation arrangements under Ordinary

Conditions within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Covad or seek a waiver from this interval from the Commission.

- 6.7.1.7 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Covad with the estimated completion date in its Response.
- 6.8 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 6.9 Acceptance Walk Through. Covad will contact BellSouth within seven (7) days of collocation space being ready to schedule and complete an acceptance walk through of each Collocation Space requested from BellSouth by Covad. BellSouth will correct any deviations to Covad's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.10 Use of BellSouth Certified Supplier. Covad shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. All work performed by or for Covad shall conform to both BellSouth's guidelines and standards and generally accepted industry guidelines and standards. In some cases, Covad must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Covad with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Covad's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Covad upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Covad directly for all work performed for Covad pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified

Supplier. BellSouth shall consider certifying Covad or any supplier proposed by Covad.

- 6.11 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Placement of these alarms will not impede Covad's access to the Remote Collocation Space. Covad shall be responsible for placement, monitoring and removal of alarms used to service Covad's Remote Collocation Space and for ordering the necessary services therefore. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.
- 6.12 Basic Telephone Service. Upon request of Covad, BellSouth will provide basic telephone service to the Remote Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.13 Virtual Remote Site Collocation Transition. BellSouth offers Virtual Collocation pursuant to the terms and conditions set forth in its F.C.C. Tariff No. 1 for Remote Site Collocation locations. The rates shall be the same as provided in this Exhibit B of this agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Covad may purchase 2-wire and 4-wire cross-connects as set forth the service inquiry procedures established for sub loop unbundling as set forth in Attachment 2 of the Interconnection Agreement, and Covad may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and that physical Remote Collocation Space has subsequently become available, Covad may transition its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Covad, such information will be provided to Covad in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Covad within 180 calendar days of BellSouth's written denial of Covad's request for physical collocation, and (ii) Covad was not informed in the written denial that physical Remote Collocation Space would become available within such 180 calendar days, then Covad may transition its virtual Remote Site collocation arrangement to a physical Remote Site

collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Covad must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.

6.14 Cancellation. If, at anytime prior to space acceptance, Covad cancels its order for the Collocation Space(s), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Covad cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Covad for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled...

6.15 Licenses. Covad, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.

6.16 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.

7. Rates and Charges

7.1 Recurring Fees. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 20 days of the bill date.

7.2 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Covad's equipment. Covad shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.

7.3 Power. BellSouth shall make available -48 Volt (-48V) DC power for Covad's Remote Collocation Space at a BellSouth Power Board (Fuse and Alarm Panel) or BellSouth Battery Distribution Fuse Bay ("BDFB") at Covad's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If

the power requirements for Covad's equipment exceeds the capacity for the rack/bay, then such power requirements shall be assessed on a recurring per amp basis for the individual case.

- 7.3.1 Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Covad's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Covad's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At Covad's option, Covad may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4 Security Escort. A security escort will be required whenever Covad or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 6.4.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit B.
- 7.5 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by effective order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this Agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Covad shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Covad. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. [3/6/01 CLOSED] In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction

over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 12 of the General Terms and Conditions and Attachment 1 of the Agreement.

- 7.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party. Late payment charges are as set forth in Attachment 7.

8. **Insurance**

- 8.1 Covad shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 8.2 Covad shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Covad's real and personal property situated on or within BellSouth's Central Office location(s).
- 8.2.4 Covad may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 All policies purchased by Covad shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Covad's property has been removed from BellSouth's Premises, whichever period is longer. If Covad

fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Covad.

- 8.4 Covad shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Covad shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Covad's insurance company. Covad shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
675 W. Peachtree Street
Atlanta, Georgia 30375
- 8.5 Covad must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 8.6 Self-Insurance. If Covad's net worth exceeds five hundred million dollars (\$500,000,000), Covad may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 8.2.1 and 8.2.3. Covad shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Covad in the event that self-insurance status is not granted to Covad. If BellSouth approves Covad for self-insurance, Covad shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Covad's corporate officers. The ability to self-insure shall continue so long as the Covad meets all of the requirements of this Section. If the Covad subsequently no longer satisfies this Section, Covad is required to purchase insurance as indicated by Sections 8.2.1 and 8.2.3.
- 8.7 BellSouth shall procure and maintain insurance coverage, or will maintain a program of self insurance, at equivalent or higher levels as those imposed upon Covad under this Section.
- 8.8 The net worth requirements set forth in Section 8.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) days' notice to Covad to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 8.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

- 9.1 If any mechanics lien or other liens shall be filed against property of either Party (BellSouth or Covad), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

10. Inspections

- 10.1 BellSouth may periodically conduct an inspection of Covad's equipment and facilities in the Collocation Space(s) to check quality of engineering/installation of the Certified Vendor. BellSouth's inspection shall not delay activation of Covad's equipment unless violation of BellSouth TR-73503 standards are discovered and communicated expressly and in writing by BellSouth to Covad. In such instances, Covad may activate service upon notice to BellSouth of the cure of such safety violation, if any. BellSouth may conduct an inspection if Covad adds equipment and may otherwise conduct routine inspections of safety measures at reasonable intervals as mutually agreed upon by the Parties, however, such routine inspections shall not exceed once a quarter. BellSouth shall provide Covad with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance written notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for their own employees or for authorized contractors. Only BellSouth employees, BellSouth Certified Contractors and

authorized employees, authorized Guests, pursuant to Section 3.4, preceding, or authorized agents of Covad will be permitted in the BellSouth Premises. Covad shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Covad name. BellSouth reserves the right to remove from its premises any employee of Covad not possessing identification issued by Covad or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Covad shall be solely responsible for ensuring that any Guest of Covad is in compliance with all subsections of this Section 11.

- 11.1.1 Covad will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Covad employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Covad employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. This requirement will not apply if Covad has performed a pre-employment statewide investigation of criminal history records, or where state law does not permit an investigation of the applicable counties for the Covad employee seeking access, for the states/counties where the Covad employee has worked and lived for the past five years.
- 11.1.2 Covad will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth. BellSouth will administer security training to its personnel assigned to the BellSouth Premises.
- 11.1.3 Covad shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Covad shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Covad personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Covad chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Covad may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 11.1.4 For each Covad employee hired by Covad within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Covad will disclose the nature of the convictions to BellSouth at that time. In the alternative, Covad may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 For all other Covad employees requiring access to a BellSouth Premises pursuant to this Attachment, Covad shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 11.1.4 above and that security training was completed by the employee.
- 11.2 At BellSouth's request, Covad shall promptly remove from the BellSouth's Premises any employee of Covad BellSouth does not wish to grant access to its premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation in the event that an employee of Covad is seen interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.3 Notification to BellSouth. BST reserves the right to interview Covad's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Covad's Security contact of such interview. Covad and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Covad's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Covad for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Covad's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Covad for BellSouth property which is stolen or damaged where an investigation determines the culpability of Covad's employees, agents, or contractors and where Covad agrees, in good faith, with the results of such investigation. Covad shall notify BellSouth in writing immediately in the event that Covad discovers one of its

employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Covad shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3.1 Notification to Covad. Covad reserves the right to interview BellSouth's employees, agents, or contractors in the event of wrongdoing in or around Covad's property or involving Covad's personnel, provided that Covad shall provide at least two business days' notice, unless otherwise agreed to by the parties, to BellSouth's Security contact of such interview. BellSouth and its contractors shall reasonably cooperate with Covad's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BellSouth's employees, agents, or contractors. Additionally, Covad reserves the right to bill BellSouth for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BellSouth's employees, agents, or contractors are responsible for the alleged act. Covad shall bill BellSouth for Covad property which is stolen or damaged where an investigation determines the culpability of BellSouth's employees, agents, or contractors and where BellSouth agrees, in good faith, with the results of such investigation. BellSouth shall provide Covad timely notification in the event that BellSouth discovers one of its employees is a possible security risk to Covad property. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices.
- 11.4 Use of Supplies. Unauthorized use of telecommunications equipment or supplies either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.6 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered partially or wholly unsuitable for Covad's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate its use of the affected Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Covad's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Covad, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Covad may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Covad's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Covad. Where allowed and where practical, Covad may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Covad shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Covad's permitted use, until such Collocation Space is fully repaired and restored and Covad's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where Covad has placed an Adjacent Arrangement pursuant to Section 3.5, Covad shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or

Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Covad shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) business days after such taking.

14. Nonexclusivity

- 14.1 Covad understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Remote Site Collocation arrangements.

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Covad agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Covad shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Covad should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Covad to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Covad will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Covad when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Covad space with proper notification. BellSouth reserves the right to stop any Covad work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Covad are owned by Covad. Covad will indemnify BellSouth for claims, lawsuits or damages to persons or property

caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Covad or different hazardous materials used by Covad at BellSouth Facility. Covad must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Covad to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Covad will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Covad will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Covad must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Covad shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Premises, Covad agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Covad further agrees to cooperate with BellSouth to ensure that Covad's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Covad, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill firesafety emergency	<ul style="list-style-type: none"> • Fact Sheet Series 1700 • Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> • Std T&C 450 • Std T&C 450-B • (Contact E/S for copy of appropriate E/S M&Ps.) • Std T&C 660
Transportation of hazardous material	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet Series 17000 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all application local, state, & federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> • Std T&C 450 • 29CFR 1910.147 (OSHA Standard) • 29CFR 1910 Subpart O (OSHA Standard)

Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> • P&SM Manager - Procurement • Fact Sheet Series 17000 • GU-BTEN-001BT, Chapter 3 • BSP 010-170-001BS (Hazcom)
Manhole cleaning	<p>Compliance with all applicable local, state, & federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of contractor</p>	<ul style="list-style-type: none"> • Std T&C 450 • Fact Sheet 14050 • BSP 620-145-011PR Issue A, August 1996 • Std T&C 660-3 • Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> • GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

**COLLOCATION
Alabama**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,760.00	3,760.00								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,134.00	3,134.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,211.00	1,211.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.24										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.01										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	102.16										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,751.00	1,751.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.68										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.67										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	9.00										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.63										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.26										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.89										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.99										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL, UEA,UD N,UDC, UAL,UH L,UCL,U EQ	PE1P2	0.031	33.68	31.79								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR, UEPSB	PE1LS	0.031	33.68	31.79								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.28	30.76	29.40								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.56	31.01	29.58								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.56	31.01	29.58								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.062	33.63	31.67								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.28	52.93	39.87								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	16.27	51.99	38.59								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.23	52.00	38.60								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.73	64.54	51.14								

**COLLOCATION
Alabama**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	178.65										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	17.52										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	54.14										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0607	46.20	46.20	8.72	8.72						
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.40	15.40								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.02	45.02								
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.19	26.19								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.19	26.19								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,150.00	2,150.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL, CLO	PE1PE	0.08										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.17										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.69										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	4.74										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	32.02										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	40.48										
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,518.57	976.22	265.99	265.99						
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		653.83	653.83	378.24	378.24						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		9.62	9.62	11.79	11.79						
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		4.50	4.50	5.52	5.52						
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		15.75	15.75	19.32	19.32						
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		168.97	168.97	154.25	154.25						
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.85	21.45								
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.09	27.71								
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.33	33.96								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0026										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0038										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			535.37									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			535.37									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.2542										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	5.44										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.0598	24.95	23.97	12.80	11.67						

**COLLOCATION
Alabama**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UH L,UDL,U CL,CLO USL,CL O	PE1P4	0.1196	25.14	24.11	13.18	11.96						
		Adjacent Collocation - DS1 Cross-Connects	I			PE1P1	1.04	44.19	32.13	12.94	11.82						
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	14.12	41.93	30.69	14.72	12.05						
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.39	41.93	30.69	14.72	12.06						
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	4.57	51.14	39.90	18.97	16.30						
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		1,555.00		0.99							
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.39										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	10.79										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.18										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	37.37										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		608.17	608.17	323.44	323.44						
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	224.82										
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		25.88	25.88								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		229.02	229.02								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		74.22	74.22								
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO	I		CLORS	PE1RR		233.38									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134										
		"I" = Interim rates															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial			CLO	PE1BA		2,597.00	2,597.00	1.01	1.01						
		Physical Collocation - Application Fee - Subsequent			CLO	PE1CA		2,236.00	2,236.00	1.01	1.01						
		Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		288.33	288.33								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK	\$2.3800										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless			CLO	PE1SL	\$0.0000										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage			CLO	PE1SM	\$92.5500										
		Physical Collocation - Cable Installation			CLO	PE1BD		1,750.00	1,750.00	45.16	45.16						
		Physical Collocation - Floor Space per Sq. Ft.			CLO	PE1PJ	\$7.8600										
		Physical Collocation - Cable Support Structure			CLO	PE1PM	\$18.9600										
		Physical Collocation - Power per Fused Amp			CLO	PE1PL	\$7.8000										
		Physical Collocation - 120V, Single Phase Standby Power Rate			CLO	PE1FB	\$5.3200										
		Physical Collocation - 240V, Single Phase Standby Power Rate			CLO	PE1FD	\$10.7700										
		Physical Collocation - 120V, Three Phase Standby Power Rate			CLO	PE1FE	\$16.1500										
		Physical Collocation - 277V, Three Phase Standby Power Rate			CLO	PE1FG	\$37.3000										
		Physical Collocation - 2-Wire Cross-Connects			UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ	PE1P2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	PE1LS	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res			UEPRX	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus			UEPSB	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPSX	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	PE1R2	\$0.0276	8.22	7.22	5.74	4.58						
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire			UEPDD	PE1R4	\$0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	PE1R4	\$0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation - 4-Wire Cross-Connects			CLO	PE1P4	\$0.0552	8.42	7.36	5.90	4.66						
		Physical Collocation - DS1 Cross-Connects			CLO	PE1P1	\$1.3200	27.77	15.52	5.93	4.77						
		Physical Collocation - DS3 Cross-Connects			CLO	PE1P3	\$16.8100	25.48	14.05	7.77	5.01						
		Physical Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$3.3400	41.94	30.52	13.91	11.16						
		Physical Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.9200	51.30	39.87	18.29	15.54						

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
												SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.			CLO	PE1BW	\$189.4500										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.			CLO	PE1CW	\$18.5800										
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.			CLO	PE1AX	\$0.0105										
		Physical Collocation - Security Access System - New Access Card Activation, per Card			CLO	PE1A1	\$0.0577	55.80	55.80								
		Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Card			CLO	PE1AA		15.65	15.65								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR		45.75	45.75								
		Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK		26.30	26.30								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL		26.30	26.30								
		Physical Collocation - Space Availability Report per premises			CLO	PE1SR		2,159.00	2,159.00								
		Collocation Cable Records - per request			CLO	PE1CR		1,525.00	980.22	267.08	267.08						
		Collocation Cable Records - VG/DS0 Cable, per cable record			CLO	PR1CD		656.50	656.50	379.78	379.78						
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair			CLO	PE1CO		9.66	9.66	11.84	11.84						
		Collocation Cable Records - DS1, per T1TIE			CLO	PE1C1		4.52	4.52	5.54	5.54						
		Collocation Cable Records - DS3, per T3TIE			CLO	PE1C3		15.82	15.82	19.4	19.4						
		Collocation Cable Records - Fiber Cable, per cable record			CLO	PE1CB		169.67	169.67	154.89	154.89						
		Physical Collocation - Security Escort - Basic, Per Quarter Hour			CLO	PE1BQ		16.99	16.99								
		Physical Collocation - Security Escort - Overtime, Per Quarter Hour			CLO	PE1OQ		22.13	22.13								
		Physical Collocation - Security Escort - Premium, Per Quarter Hour			CLO	PE1PQ		27.27	27.27								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.			CLO	PE1ES	\$0.0028										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.			CLO	PE1DS	\$0.0041										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			CLO			535.54	535.54								
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			CLO			535.54	535.54								
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.			CLO	PE1JA	\$0.0164										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLO	PE1JC	\$5.1100										
		Adjacent Collocation - 2-Wire Cross-Connects			CLO	PE1P2	\$0.0213	24.69	23.69	11.77	10.62						
		Adjacent Collocation - 4-Wire Cross-Connects			UEA,UH L,UDL, UCL,CL O	PE1P4	\$0.0426	24.88	23.83	12.04	10.80						
		Adjacent Collocation - DS1 Cross-Connects			USL,CL O	PE1P1	\$1.2200	44.24	31.98	12.07	10.91						
		Adjacent Collocation - DS3 Cross-Connects			CLO	PE1P3	\$16.5600	41.94	30.52	13.91	11.15						
		Adjacent Collocation - 2-Fiber Cross-Connect			CLO	PE1F2	\$2.8100	41.94	30.52	13.91	11.18						
		Adjacent Collocation - 4-Fiber Cross-Connect			CLO	PE1F4	\$5.3600	51.30	39.87	18.29	15.54						
		Adjacent Collocation - Application Fee			CLO	PE1JB		2,785.00	2,785.00	1.01	1.01						

**COLLOCATION
Florida**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)							
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Nonrecurring									
								Nonrecurring		Disconnect									
							Rec	First	Add'l	First	Add'l							SOMECS	SOMAN
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FB	\$5.3800												
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FD	\$10.7700												
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FE	\$16.1500												
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLO	PE1FG	\$37.3000												
PHYSICAL COLLOCATION IN THE REMOTE SITE																			
		Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		617.91	617.91	328.81	328.81								
		Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB	\$219.4900												
		Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		26.20	26.20										
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		232.69	232.69										
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested			CLORS	PE1RE		75.41	75.41										
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO			CLORS	PE1RR		233.51	233.51										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																			
		Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS	\$6.2700												
		Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT	\$0.1340												
		"I" = Interim rate																	
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																			

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,755.00	3,755.00							
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation - Space Preparation Fee Per Square Ft.	I		CLO	PE1BB		100.00	100.00							
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,693.00	1,693.00							
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	4.47									
		Physical Collocation - Floor Space - Zone B per Sq. Ft.	I		CLO	PE1PK	4.47									
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.26									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	5.00									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.52									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.05									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.58									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.27									
					UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ											
		Physical Collocation - 2-Wire Cross-Connects	I			PE1P2	0.03	33.76	31.86							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR,UEPSB	PE1LS	0.03	33.76	31.86							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.30	12.60	12.60							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.50	12.60	12.60							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.50	12.60	12.60							
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.061	33.77	31.80							
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.13	53.05	39.99							
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	14.43	52.14	38.71							
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.86	52.14	38.72							
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.08	64.74	51.31							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	187.36									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	18.38									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	40.00									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.058	55.51	55.51							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.56	15.56							

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.50	45.50							
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.16	26.16							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.16	26.16							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,148.00	2,148.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANLCLO	PE1PE	0.40									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.20									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	8.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31									
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,706.00	1,164.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		922.38	922.38							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.00	18.00							
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.43	8.43							
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.49	29.49							
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		278.61	278.61							
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.81	21.42							
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.03	27.67							
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.26	33.92							
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0023									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0034									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			553.43								
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			553.43								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.119									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	5.76									
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.03	33.76	31.86							
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.061	33.77	31.80							
		Adjacent Collocation - DS1 Cross-Connects	I		USL,CLO	PE1P1	1.13	53.05	39.99							
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	14.43	52.14	38.71							
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.86	52.14	38.72							
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.08	64.74	51.31							
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		3,150.00								

**COLLOCATION
Georgia**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Nonrecurring							
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECS
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.52											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	11.05											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.58											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	38.27											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		931.61	931.61									
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	224.82											
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		25.88	25.88									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		229.02	229.02									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		74.22	74.22									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO	I		CLORS	PE1RR		232.88										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27											
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134											
		"I" = Interim rates																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
Kentucky**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,761.00	3,761.00								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,135.00	3,135.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,202.00	1,202.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.38										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.30										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	112.11										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,755.00	1,755.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	8.20										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	20.14										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.77										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.58										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.16										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.74										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.65										
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.037	33.67	31.78								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR,UEPSB	PE1LS	0.037	33.67	31.78								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.31	54.21	51.07								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.62	54.23	50.96								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.62	54.23	50.96								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.075	33.66	31.70								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.51	52.97	39.90								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	19.15	52.04	38.62								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.80	52.04	38.63								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	6.75	64.59	51.18								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	189.85										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	18.62										

**COLLOCATION
Kentucky**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	78.11										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.59	55.59								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.59	15.59								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.58	45.58								
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.20	26.20								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.20	26.20								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,151.00	2,151.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.06										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.15										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.58										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	4.51										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31										
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,709.00	1,166.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		923.83	923.83								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.03	18.03								
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.44	8.44								
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.54	29.54								
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		279.05	279.05								
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.86	21.46								
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.10	27.72								
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.35	33.97								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.003										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			535.55									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			535.55									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.018										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	6.01										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.037	33.67	31.78								
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.075	33.66	31.70								

Attachment 4
Exhibit D

Version 3Q01: 10/18/01

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		1,837.24	1,837.24								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		1,533.41	1,533.41								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		583.33	583.33								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.31										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.70										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	91.60										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		841.54	841.54								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	5.30										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	18.31										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.32										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.45										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	10.92										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.37										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	37.80										
					UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.0318	11.94	11.46								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR,UEPSB	PE1LS	0.036	33.61	31.76								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.26	23.04	22.11								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.26	23.04	22.11								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.52	23.23	22.24								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.52	23.23	22.24								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.0636	12.04	11.53								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.04	21.39	15.47								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	13.21	20.28	14.76								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.62	20.28	14.76								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	4.65	24.81	19.29								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	184.50										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	18.10										

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
								Nonrecurring			Disconnect						
							Rec	First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security System Per Central Office Per Assignable Sq. Ft.	I		CLO	PE1AX	0.0224										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	60.60										
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.0579	27.50									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		7.74	7.74								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		22.64	22.64								
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		13.01	13.01								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		13.01	13.01								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		1,044.07	1,044.07								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.079										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.158										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.12										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	9.95										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	33.96										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	45.80										
		Collocation Cable Records - per request *	I		CLO	PE1CR	10.97										
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD	5.29										
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO	0.08										
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1	0.04										
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3	0.13										
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB	1.37										
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		16.44	10.42								
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		21.41	13.45								
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		26.38	16.49								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0024										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0036										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			534.79									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			534.79									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.0552										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	5.61										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.0245	11.94	11.46								

**COLLOCATION
Louisiana**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Nonrecurring								
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECE
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.0491	12.04	11.53									
		Adjacent Collocation - DS1 Cross-Connects	I		USL,CLO	PE1P1	0.9605	21.39	15.47									
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	13.01	20.28	14.76									
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.20	20.28	14.76									
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	4.21	24.81	19.29									
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		1,543.20										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.45											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	10.92											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.37											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	37.80											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		298.80	298.80									
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	225.39											
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		13.01	13.01									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		112.52	112.52									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		36.47	36.47									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO	I		CLORS	PE1RR		233.21										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27											
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134											
		"I"= Interim rates																
	NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																	

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,755.00	3,755.00							
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,130.00	3,130.00							
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,200.00	1,200.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.61									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.88									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	97.85									
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,871.00	1,871.00							
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	6.53									
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.90									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.96									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.61									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.23									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.84									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.89									
					UEANL, UEA, UDN, UDC, UAL, UHL, UCL, UEQ											
		Physical Collocation - 2-Wire Cross-Connects	I			PE1P2	0.038	33.65	31.77							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR, UEPSB	PE1LS	0.038	33.65	31.77							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.3966	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.3996	30.93	29.59							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.7992	31.17	29.77							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.7992	31.17	29.77							
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.076	33.46	31.52							
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.30	52.73	39.70							
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	16.55	51.78	38.43							
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.28	51.78	38.43							
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.83	64.27	50.91							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	208.30									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	20.43									

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	85.54									
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.061	55.50	55.50							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.56	15.56							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.50	45.50							
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.16	26.16							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.16	26.16							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,147.00	2,147.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.1195									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.2389									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.9862									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	5.81									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31									
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,706.00	1,164.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		922.28	922.28							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.00	18.00							
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.42	8.42							
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.49	29.49							
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		278.58	278.58							
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.80	21.42							
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.03	27.67							
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.26	33.92							
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0025									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0037									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			534.65								
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			534.65								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.08									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	6.25									
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.038	33.65	31.77							
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.076	33.46	31.52							

**COLLOCATION
Mississippi**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
								Nonrecurring			Nonrecurring							
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECE
		Adjacent Collocation - DS1 Cross-Connects	I		USL_CLO	PE1P1	1.30	52.73	39.70									
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	16.55	51.78	38.43									
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.28	51.78	38.43									
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.83	64.27	50.91									
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		2,659.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.61											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	11.23											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.84											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	38.89											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		868.60	868.60									
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	241.11											
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		26.16	26.16									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		231.43	231.43									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		75.01	75.01									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO	I		CLORS	PE1RR		233.14										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27											
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134											
		"I" = Interim rates																
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
PHYSICAL COLLOCATION																
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,850.00	3,850.00							
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,119.00	3,119.00							
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	1.57									
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.26									
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.79									
		Space Preparation Fees - Power Per Nominal -48V Dc Amp	I		CLO	PEIFH	5.76									
		Physical Collocation - Cable Installation	I		CLO	PE1BD		2,305.00	2,305.00							
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.45									
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33									
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	6.65									
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.50									
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.01									
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.51									
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.12									
		Physical Collocation - 2-Wire Cross-Connects	I		UEANL,UEA,UDN,UDC,UAL,UHL,UCL,UEQ	PE1P2	0.32	41.78	39.23							
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR,UEPSB	PE1LS	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.32	41.78	39.23							
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.32	41.78	39.23							
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.64	41.91	39.25							
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.64	41.91	39.25							
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.64	41.91	39.25							
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	2.34	71.02	51.08							
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	42.84	69.84	49.43							
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.94	51.97	38.59							
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.62	64.53	51.15							
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	102.76									
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	10.44									
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	41.03									

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)				OSS RATES (\$)					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.062	55.30	55.30							
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.51	15.51							
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.34	45.34							
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.18	26.18							
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.18	26.18							
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,140.00	2,140.00							
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.10									
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.19									
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.79									
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	4.85									
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	45.30									
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	61.09									
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,707.00	1,165.00							
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		923.08	923.08							
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.02	18.02							
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.43	8.43							
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.51	29.51							
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		278.82	278.82							
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		42.92	25.56							
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		54.51	32.44							
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		66.10	39.32							
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0028									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0041									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			532.72								
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			532.72								
ADJACENT COLLOCATION																
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.179									
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	5.96									
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.32	41.78	39.23							
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.64	41.91	39.25							
		Adjacent Collocation - DS1 Cross-Connects	I		USL,CLO	PE1P1	2.34	71.02	51.08							
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	42.84	69.84	49.43							
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.94	51.97	38.59							

**COLLOCATION
North Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l						
											SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.62	64.53	51.15								
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		3,153.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.50										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	11.01										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.51										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	38.12										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		865.34	865.34								
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	254.02										
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		26.06	26.06								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		230.60	230.60								
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		74.74	74.74								
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO	I		CLORS	PE1RR		232.94									
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																	
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134										
		"I"= Interim rates															
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.															

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR SOME C	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	
									Nonrecurring								
									Disconnect								
Rec	First	Add'l	First	Add'l													
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,768.00	3,768.00								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,141.00	3,141.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.75										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	3.24										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	110.17										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,621.00	1,621.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	3.95										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	21.33										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	9.19										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.67										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.36										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	17.03										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	39.33										
					UEAN, LUEA, UDN, UDC, UAL, UHL, UCL, UEQ												
		Physical Collocation - 2-Wire Cross-Connects	I			PE1P2	0.034	33.75	31.86								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR, UEPSB	PE1LS	0.034	33.75	31.86								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.3648	41.50	38.94								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.7297	41.56	38.90								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.7297	41.56	38.90								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.068	33.71	31.75								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.12	53.05	39.96								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	14.21	52.11	38.68								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.82	52.11	38.69								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.01	64.69	51.26								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	219.19										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	21.50										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	74.12										

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
										Nonrecurring							
								Nonrecurring		Disconnect							
							Rec	First	Add'l	First	Add'l						
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.06	55.70	55.70								
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.62	15.62								
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.66	45.66								
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.25	26.25								
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.25	26.25								
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,155.00	2,155.00								
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANL,CLO	PE1PE	0.1091										
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	0.2181										
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	0.9004										
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	5.64										
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	37.36										
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	50.38										
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,712.00	1,168.00								
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		925.57	925.57								
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.06	18.06								
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.45	8.45								
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.59	29.59								
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		279.57	279.57								
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.92	21.50								
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.19	27.77								
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.45	34.04								
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0022										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0033										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			536.56									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			536.56									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.094										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	6.40										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.034	33.75	31.86								
		Adjacent Collocation - 4-Wire Cross-Connects	I		UEA,UHL,UDL,UCL,CLO	PE1P4	0.068	33.71	31.75								
		Adjacent Collocation - DS1 Cross-Connects	I		USL,CLO	PE1P1	1.12	53.05	39.96								
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	14.21	52.11	38.68								
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	2.82	52.11	38.69								
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	5.01	64.69	51.26								

**COLLOCATION
South Carolina**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Nonrecurring							
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOMECH
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		3,161.00										
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.67											
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	11.36											
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	17.03											
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	39.33											
PHYSICAL COLLOCATION IN THE REMOTE SITE																		
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		871.12	871.12									
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	246.44											
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		26.25	26.25									
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		232.25	232.25									
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		75.27	75.27									
		Remote Site DLEC Data (BRSD), per Compact Disk, per CO	I		CLORS	PE1RR		234.50										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS	6.27											
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT	0.134											
		"I"= Interim rates																
NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																		

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR SOMECS	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN
							Rec	First	Add'l	First	Add'l						
PHYSICAL COLLOCATION																	
		Physical Collocation - Application Fee - Initial	I		CLO	PE1BA		3,767.00	3,767.00								
		Physical Collocation - Application Fee - Subsequent	I		CLO	PE1CA		3,140.00	3,140.00								
		Physical Collocation - Space Preparation - Firm Order Processing	I		CLO	PE1SJ		1,204.00	1,204.00								
		Physical Collocation - Space Preparation - C.O. Modification per square ft.	I		CLO	PE1SK	2.74										
		Physical Collocation - Space Preparation - Common Systems Modification per square ft. - Cageless	I		CLO	PE1SL	2.95										
		Physical Collocation - Space Preparation - Common Systems Modification per Cage	I		CLO	PE1SM	100.14										
		Physical Collocation - Cable Installation	I		CLO	PE1BD		1,757.00	1,757.00								
		Physical Collocation - Floor Space per Sq. Ft.	I		CLO	PE1PJ	6.75										
		Physical Collocation - Cable Support Structure	I		CLO	PE1PM	19.80										
		Physical Collocation - Power per Fused Amp	I		CLO	PE1PL	8.87										
		Physical Collocation - 120V, Single Phase Standby Power Rate	I		CLO	PE1FB	5.60										
		Physical Collocation - 240V, Single Phase Standby Power Rate	I		CLO	PE1FD	11.22										
		Physical Collocation - 120V, Three Phase Standby Power Rate	I		CLO	PE1FE	16.82										
		Physical Collocation - 277V, Three Phase Standby Power Rate	I		CLO	PE1FG	38.84										
					UEAN, LUEA, UDN, UDC, UAL, UHL, UCL, UEQ	PE1P2	0.033	33.82	31.92								
		Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting	I		UEPSR, UEPSB	PE1LS	0.033	33.82	31.92								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Res	I		UEPSR	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade - Res	I		UEPRX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus	I		UEPSP	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res	I		UEPSE	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog - Bus	I		UEPSB	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPSX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN	I		UEPTX	PE1R2	0.30	19.20	19.20								
		Physical Collocation 4-Wire Cross Connect, Exchange Port DDITS 4-Wire	I		UEPDD	PE1R4	0.50	19.20	19.20								
		Physical Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1	I		UEPEX	PE1R4	0.50	19.20	19.20								
		Physical Collocation - 4-Wire Cross-Connects	I		CLO	PE1P4	0.066	33.94	31.95								
		Physical Collocation - DS1 Cross-Connects	I		CLO	PE1P1	1.51	53.27	40.16								
		Physical Collocation - DS3 Cross-Connects	I		CLO	PE1P3	19.26	52.37	38.89								
		Physical Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.82	52.37	38.89								
		Physical Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	6.79	65.03	51.55								
		Physical Collocation - Welded Wire Cage - First 100 Sq. Ft.	I		CLO	PE1BW	218.53										
		Physical Collocation - Welded Wire Cage - Add'l 50 Sq. Ft.	I		CLO	PE1CW	21.44										
		Physical Collocation - Security Access System - Security System per Central Office	I		CLO	PE1AX	55.99										

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR SOMECS	Svc Order Submitted Manually per LSR SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Add'l SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st SOMAN	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l SOMAN	
								Nonrecurring		Nonrecurring								
							Rec	First	Add'l	First	Add'l							Disconnect
		Physical Collocation - Security Access System - New Access Card Activation, per Card	I		CLO	PE1A1	0.059	55.67	55.67									
		Physical Collocation-Security Access System-Administrative Change, existing Access Card, per Card	I		CLO	PE1AA		15.61	15.61									
		Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card	I		CLO	PE1AR		45.64	45.64									
		Physical Collocation - Security Access - Initial Key, per Key	I		CLO	PE1AK		26.24	26.24									
		Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key	I		CLO	PE1AL		26.24	26.24									
		Physical Collocation - Space Availability Report per premises	I		CLO	PE1SR		2,154.00	2,154.00									
		POT Bay Arrangements prior to 6/1/99 - 2-Wire Cross-Connect, per cross-connect			UEANLCL	PE1PE	0.40											
		POT Bay Arrangements prior to 6/1/99 - 4-Wire Cross-Connect, per cross-connect			CLO	PE1PF	1.20											
		POT Bay Arrangements prior to 6/1/99 - DS1 Cross-Connect, per cross-connect			CLO	PE1PG	1.20											
		POT Bay Arrangements prior to 6/1/99 - DS3 Cross-Connect, per cross-connect			CLO	PE1PH	8.00											
		POT Bay Arrangements prior to 6/1/99 - 2-Fiber Cross-Connect, per cross-connect			CLO	PE1B2	38.79											
		POT Bay Arrangements prior to 6/1/99 - 4-Fiber Cross-Connect, per cross-connect			CLO	PE1B4	52.31											
		Collocation Cable Records - per request *	I		CLO	PE1CR		1,711.00	1,168.00									
		Collocation Cable Records - VG/DS0 Cable, per cable record *	I		CLO	PR1CD		925.06	925.06									
		Collocation Cable Records - VG/DS0 Cable, per each 100 pair *	I		CLO	PE1CO		18.05	18.05									
		Collocation Cable Records - DS1, per T1TIE *	I		CLO	PE1C1		8.45	8.45									
		Collocation Cable Records - DS3, per T3TIE *	I		CLO	PE1C3		29.57	29.57									
		Collocation Cable Records - Fiber Cable, per cable record *	I		CLO	PE1CB		279.42	279.42									
		Physical Collocation - Security Escort - Basic, per Half Hour	I		CLO	PE1BT		33.91	21.49									
		Physical Collocation - Security Escort - Overtime, per Half Hour	I		CLO	PE1OT		44.17	27.76									
		Physical Collocation - Security Escort - Premium, per Half Hour	I		CLO	PE1PT		54.42	34.02									
		Physical Caged Collocation-App Cost(initial & sub)-Planning, per request			CLO	PEIAC	16.16	2,903.66	2,903.66									
		Physical Caged Collocation-Space Prep-Grounding, per location			CLO	PE1BB	4.32											
		Physical Caged Collocation-Space Prep-Power Delivery, per 40 amp Feed			CLO	PE1SN		142.40										
		Physical Caged Collocation-Space Prep-Power Delivery, per 100 amp Feed			CLO	PE1SO		185.72										
		Physical Caged Collocation-Space Prep-Power Delivery, per 200 amp Feed			CLO	PEISP		242.05										
		Physical Caged Collocation-Space Enclosure-Cage Preparation, per first 100 sq. ft.			CLO	PE1S1	110.97											
		Physical Caged Collocation-Space Enclosure-Cage Preparation2, per add'l 50 sq. ft.			CLO	PE1S5	55.49											
		Physical Caged collocation-Cable Installation-Entrance Fiber Structure, interduct per ft.			CLO	PE1CP	0.0156											
		Physical Caged Collocation-Cable Installation-Entrance Fiber, per cable			CLO	PE1CQ		944.27										
		Physical Caged Collocation-Floor Space-Land & Buildings, per sq. ft.			CLO	PE1FS	4.14											

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Rec	First	Add'l	First	Add'l						
SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN												
		Physical Caged Collocation-Cable Support Structure-Cable Racking, per entrance cable			CLO	PE1CS	21.47										
		Physical Caged Collocation-Power-Power Construction, per amp DC plant□			CLO	PE1PN	3.55										
		Physical Caged Collocation-Power-Power Consumption,per amp AC usage			CLO	PE1PO	2.03										
		Physical Caged Collocation-2-wire Cross Connects-Voice Grade ckts, per ckt.			CLO	PE12C	0.0475	7.69									
		Physical Caged Collocation-4-wire Cross Connects-Voice Grade Ckts, per ckt.			CLO	PE14C	0.0475	7.69									
		Physical Caged Collocation-DS1 Cross Connects-connection to DCS, per ckt.			CLO	PE11S	7.68	41.65									
		Physical Caged Collocation-DS1 Cross Connects-Connection to DSX, per ckt.			CLO	PE11X	0.38	41.65									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DCS, per ckt.			CLO	PE13S	53.96	298.03									
		Physical Caged Collocation-DS3 Cross Connects-Connection to DSX, per ckt.			CLO	PE13X	9.32	298.03									
		Physical Caged Collocation-Security Access-Access Cards, per 5 Cards			CLO	PE1A2		76.10									
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear ft.	I		CLO	PE1ES	0.0031										
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per lin. ft.	I		CLO	PE1DS	0.0045										
		Physical Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable	I		CLO			555.03									
		Physical Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable	I		CLO			555.03									
ADJACENT COLLOCATION																	
		Adjacent Collocation - Space Charge per Sq. Ft.	I		CLO	PE1JA	0.069										
		Adjacent Collocation - Electrical Facility Charge per Linear Ft.	I		CLO	PE1JC	6.06										
		Adjacent Collocation - 2-Wire Cross-Connects	I		CLO	PE1P2	0.033	33.82	31.92								
					UEA,UHL,UDL,UCL,CLO	PE1P4	0.066	33.94	31.95								
		Adjacent Collocation - 4-Wire Cross-Connects	I		USL,CLO	PE1P1	1.51	53.27	40.16								
		Adjacent Collocation - DS1 Cross-Connects	I		CLO	PE1P3	19.26	52.37	38.89								
		Adjacent Collocation - DS3 Cross-Connects	I		CLO	PE1P3	19.26	52.37	38.89								
		Adjacent Collocation - 2-Fiber Cross-Connect	I		CLO	PE1F2	3.82	52.37	38.89								
		Adjacent Collocation - 4-Fiber Cross-Connect	I		CLO	PE1F4	6.79	65.03	51.55								
		Adjacent Collocation - Application Fee	I		CLO	PE1JB		3,160.00									
		Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FB	5.60										
		Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FD	11.22										
		Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FE	16.82										
		Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp	I		CLO	PE1FG	38.84										
PHYSICAL COLLOCATION IN THE REMOTE SITE																	
		Physical Collocation in the Remote Site - Application Fee *	I		CLORS	PE1RA		872.95	872.95								
		Cabinet Space in the Remote Site per Bay/ Rack *	I		CLORS	PE1RB	219.37										
		Physical Collocation in the Remote Site - Security Access - Key *	I		CLORS	PE1RD		26.23	26.23								
		Physical Collocation in the Remote Site - Space Availability Report per Premises Requested *	I		CLORS	PE1SR		232.12	232.12								

**COLLOCATION
Tennessee**

Attachment 4
Exhibit D

CATEGORY	NOTE	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
											Nonrecurring							
								Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l							SOME C
		Physical Collocation in the Remote Site - Remote Site CLLI Code Request, per CLLI Code Requested *	I		CLORS	PE1RE		75.23	75.23									
		Remote Site DLEC Data (BRSDD), per Compact Disk, per CO	I		CLORS	PE1RR		234.15										
PHYSICAL COLLOCATION IN THE REMOTE SITE - ADJACENT																		
		Remote Site-Adjacent Collocation - AC Power, per breaker amp	I		CLORS	PE1RS		6.27										
		Remote Site-Adjacent Collocation - Real Estate, per square foot	I		CLORS	PE1RT		0.134										
		"I"= Interim rates																
		NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for remote site collocation, the Parties will negotiate appropriate rates.																

Attachment 5

Access to Numbers and Number Portability

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ACCESS TO NUMBERS AND NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

All the negotiated rates, terms and conditions set forth in this Attachment pertain to the provisioning of local number portability.

- 1.1 During the term of this Agreement, Covad shall contact the North American Numbering Plan Administrator, Neustar, for the assignment of numbering resources. In order to be assigned a Central Office Code, Covad will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).
- 1.2 For the purposes of the resale of BellSouth's telecommunications services by Covad, BellSouth will provide Covad with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of ninety (90) days. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Covad cancel its reservations of numbers. Covad shall comply with such request.
- 1.3 Further, upon Covad request and for the purposes of the resale of BellSouth's telecommunications services by Covad, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Covad's sole use. Such telephone number reservations shall be transmitted to Covad via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Covad acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Covad's reasonable need in that particular CLLIC.

2. Number Portability Permanent Solution

- 2.1 The FCC, the Commissions, and industry forums have developed and BellSouth is implementing a permanent approach to providing service provider number portability. Both Parties will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability (PNP) as set forth in Section 5 of this Attachment, Interim Service Provider Number Portability (SPNP) may be available only until such permanent solution is implemented in an end office.
- 2.2 End User Line Charge. Recovery of charges associated with implementing PNP through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1 and will be billed to Covad where

Covad is a subscriber to local switching or where Covad is a reseller of BellSouth telecommunications services. This charge will not be discounted.

3. Service Provider Number Portability

3.1 Definition. Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of Covad. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the Covad switch that serves the subscriber.

3.3 Signaling Requirements. SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

3.4 Rates

Rates for SPNP are set out in Exhibit A to this Attachment. If no rate is identified in the Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

4. SPNP Implementation

4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (*e.g.*, a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling

- area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding Party will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number.
- 4.3 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to end office switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Sent-paid calls refer to those calls placed by an end user who physically deposits currency in a public telephone. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.
- 4.3.1 SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.
- 4.4 The calling Party shall be responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or the CLEC shall be responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either Party may request that

- the other block collect and third party non-sent paid calls to the SPNP-assigned telephone number. If a Party does not request blocking, the other Party will provide itemized local usage detail for the billing of non-sent paid calls on the monthly bill of usage charges provided at the individual end user account level. The detail will include itemization of all billable usage. Each Party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated or rated format, depending on processing system. CLEC usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.
- 4.5 Each Party shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each Party shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each Party shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other Party or any of its end users. In the event that either Party determines in its reasonable judgment that the other Party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that Party may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each Party shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each Party's end user. Each Party reserves the right to contact the other Party's customers if deemed necessary for maintenance purposes.
- 4.8 Neither Party shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either Party for such calls. Neither Party shall be responsible to the other if any

necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other Party obsolete or renders necessary modification of the other Party's equipment.

- 4.9 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other Party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other Party at the tandem Party's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

5. Transition to Permanent Number Portability

- 5.1 Once a PNP is implemented in an end office both Parties must withdraw their SPNP offerings. The transition from existing SPNP arrangements to PNP shall occur within one hundred twenty (120) days from the date PNP is implemented in the end office. Neither Party shall charge the other Party for conversion from SPNP to PNP. The Parties shall comply with any SPNP/PNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.
- 5.2 Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

6. True-up

The terms and conditions for Tennessee true-up and other rates that are interim or expressly subject to true-up under this attachments are as set forth in Section 13 of Attachment 2.

7. Operational Support System (OSS) Rates

The terms, conditions and rates for OSS are as set forth in Section 2.9 of Attachment 2.

SERVICE PROVIDER NUMBER PORTABILITY
Alabama

Attachment 5
Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line), 10 paths				TNPBL											
		RCF, per number ported (Business Line)				TNPBL	2.13	0.65		0.07							
		RCF, per number ported (Residence Line), 6 paths				TNPRL											
		RCF, per number ported (Residence Line)				TNPRL	2.13	0.65		0.07							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.32										
		RCF, per service order, per location (Business)				TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		1.18		1.18							
		DID per number ported (Business)				TNPDB		1.18		1.18							
		DID per service order, per location (Residence)				TNPRD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		1.44	1.44	1.44	1.44	3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	11.84	173.73		50.43		3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Subsequent				TNPT2	11.84	51.35		25.00		3.50		19.99	19.99	19.99	19.99
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
	Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

SERVICE PROVIDER NUMBER PORTABILITY
Florida

Attachment 5
Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	First	Add'l	First	Add'l							SOMEC
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																		
		RCF, per number ported (Business Line)				TNPBL	1.97	0.3738	0.3738	0.0374	0.0374	3.50	10.73				1.65	
		RCF, per number ported (Residence Line)				TNPRL	1.97	0.3738	0.3738	0.0374	0.0374	3.50	10.73				1.65	
		RCF, Per Additional Path					0.6878											
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																		
		DID per number ported (Residence)				TNPDR		0.6242	0.6242	0.6242	0.6242	3.50	10.73				1.65	
		DID per number ported (Business)				TNPDB		0.6242	0.6242	0.6242	0.6242	3.50	10.73				1.65	
		DID, per trunk termination, Initial				TNPT2	52.73	145.42	145.42	29.51	29.51	3.50	10.73				1.65	
		DID, per trunk termination, Subsequent				TNPT2	52.73	72.65	72.65	29.51	29.51	3.50	10.73				1.65	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																		
		RIPH, Functionality, Per Rearrangement						18.11	18.11				10.73				1.65	
		RIPH, Per Number Ported					1.75	0.1952	0.1952	0.0195	0.0195		10.73				1.65	
		RIPH, Functionality, Per Central Ofc						81.56	81.56	2.29	2.29		10.73				1.65	
		Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

SERVICE PROVIDER NUMBER PORTABILITY
Georgia

Attachment 5
Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)						
													Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
									Nonrecurring									
							Rec	First	Add'l	First	Add'l							
											SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																		
		RCF, per number ported (Business Line)				TNPBL	2.03	0.51										
		RCF, per number ported (Residence Line)				TNPRL	2.03	0.51										
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.2836											
		RCF, per service order, per location (Business)				TNPBD		2.10	2.10		3.50		19.99	19.99	19.99	19.99		
		RCF, per service order, per location (Residence)				TNPRD		2.10	2.10		3.50		19.99	19.99	19.99	19.99		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																		
		DID per number ported (Residence)				TNPDR		0.93										
		DID per number ported (Business)				TNPDB		0.93										
		DID per service order, per location (Residence)				TNPRD		2.10	2.10									
		DID per service order, per location (Business)				TNPBD		2.10	2.10		3.50		19.99	19.99	19.99	19.99		
		DID, per trunk termination, Initial				TNPT2	10.73	135.47			3.50		19.99	19.99	19.99	19.99		
		DID, per trunk termination, Subsequent				TNPT2	10.73	39.53			3.50		19.99	19.99	19.99	19.99		
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																		
		Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

Attachment 5
Exhibit A

Version 3Q01: 10/18/01

SERVICE PROVIDER NUMBER PORTABILITY
Louisiana

Attachment 5
Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l						
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.29	0.49		0.05							
		RCF, per number ported (Residence Line)				TNPRL	2.29	0.49		0.05							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.38										
		RCF, per service order, per location (Business)				TNPBD		2.02	2.02	2.01	2.01	3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		2.02	2.02	2.01	2.01	3.50		19.99	19.99	19.99	19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		0.89		0.90							
		DID per number ported (Business)				TNPDB		0.89		0.90							
		DID per service order, per location (Residence)				TNPRD		2.02	2.02	2.01	2.01	3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		2.02	2.02	2.01	2.01	3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	12.46	129.69		37.85		3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Subsequent				TNPT2	12.46	37.85		18.75		3.50		19.99	19.99	19.99	19.99
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

SERVICE PROVIDER NUMBER PORTABILITY
Mississippi

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Exhibit A

CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring		Nonrecurring								
							Rec	First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.34	0.6441		0.0644							
		RCF, per number ported (Residence Line)				TNPRL	2.34	0.6441		0.0644							
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.3838										
		RCF, per service order, per location (Business)				TNPBD		2.84	2.84	2.84	2.84	3.50		19.99	19.99	19.99	19.99
		RCF, per service order, per location (Residence)				TNPRD		2.84	2.84	2.84	2.84	3.50		19.99	19.99	19.99	19.99
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		1.17		1.17							
		DID per number ported (Business)				TNPDB		1.17		1.17							
		DID per service order, per location (Residence)				TNPRD		2.84	2.84	2.84	2.84	3.50		19.99	19.99	19.99	19.99
		DID per service order, per location (Business)				TNPBD		2.84	2.84	2.84	2.84	3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Initial				TNPT2	13.78	171.68		49.86		3.50		19.99	19.99	19.99	19.99
		DID, per trunk termination, Subsequent				TNPT2	13.78	50.69		24.71		3.50		19.99	19.99	19.99	19.99
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
	Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

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SERVICE PROVIDER NUMBER PORTABILITY
South Carolina

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CATEGORY	NOTES	UNBUNDLED NETWORK ELEMENT	Interim Indicator	Zone	BCS	USOC	RATES (\$)					OSS RATES (\$)					
												Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Nonrecurring			Nonrecurring							
							Nonrecurring			Disconnect							
							Rec	First	Add'l	First	Add'l						
										SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN		
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF																	
		RCF, per number ported (Business Line)				TNPBL	2.17	0.7046									
		RCF, per number ported (Residence Line)				TNPRL	2.17	0.7046									
		RCF, add'l capacity for simultaneous call forwarding, per additional path					0.3854										
		RCF, per service order, per location (Business)				TNPBD		1.37	1.37		3.50		19.99	19.99	19.99	19.99	
		RCF, per service order, per location (Residence)				TNPRD		1.37	1.37		3.50		19.99	19.99	19.99	19.99	
INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID																	
		DID per number ported (Residence)				TNPDR		2.25									
		DID per number ported (Business)				TNPDB		2.25									
		DID per service order, per location (Residence)				TNPRD		1.37	1.37	44.70	44.70	3.50	19.99	19.99	19.99	19.99	
		DID per service order, per location (Business)				TNPBD		1.37	1.37	44.70	44.70	3.50	19.99	19.99	19.99	19.99	
		DID, per trunk termination, Initial				TNPT2	13.16	218.03				3.50	19.99	19.99	19.99	19.99	
		DID, per trunk termination, Subsequent				TNPT2	13.16	73.63				3.50	19.99	19.99	19.99	19.99	
SERVICE PROVIDER NUMBER PORTABILITY (RIPH)																	
		Note: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.															

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Attachment 6
Ordering and Provisioning

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ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 All the negotiated terms and conditions set forth in this Attachment pertain to ordering and provisioning.

1.2 BellSouth shall provide ordering and provisioning services to Covad that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. The guidelines for ordering and provisioning are set forth in the various ordering and provisioning guides at the time of execution of this agreement. The guides may be referenced at the following site: http://www.interconnection.bellsouth.com/guides/guides_p.html. The provisioning intervals for Covad orders are set forth in Attachment 2.

Where Covad requests work to be performed outside of normal working hours as defined below, Covad will be billed and will pay overtime charges except as provided for in 1.3.1.

1.3 For purposes of this Agreement, BellSouth's regular working hours for provisioning are defined as follows:

Monday – Friday –	8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated, coordinated orders and order coordinated-time specific)
Saturday -	8:00 a.m. – 5:00 p.m. (Excluding Holidays)
	(Resale/UNE non-coordinated orders)

The above hours represent the hours for those BellSouth employees performing physical wire work. Times are either Eastern standard or Central standard times depending on the location of the work being performed.

1.3.1 It is understood and agreed that BellSouth technicians involved in provisioning service to Covad may work shifts outside of BellSouth's regular working hours as defined in Section 1.3 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that Covad requests that work necessarily required in the provisioning of service to be performed outside BellSouth's regular working hours and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of Covad, BellSouth will not assess Covad additional charges beyond the rates and charges specified in this Agreement.

BellSouth provides COVAD access to the LCSC for ordering support at parity with the same hours BellSouth provides ordering support to its customers, its affiliates or any other CLEC. BellSouth's current hours of operation are:

Monday through Saturday

Consumer: (Residential Service)

Atlanta: 7:00 a.m. until 7:00 p.m. EST.

Birmingham: 7:00 a.m. until 7:00 p.m. CST

Monday through Friday

UNE LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST

Birmingham: 8:00 a.m. until 6:00 p.m. CST

Business Resale/Complex LCSC

Atlanta: 8:00 a.m. until 6:00 p.m. EST

Birmingham: 8:00 a.m. until 6:00 p.m. CST

Complex Resale Support Group

8 a.m. to 5 p.m. CST

The LCSC will be closed in observance of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Changes to the above hours may be made by BellSouth from time to time as changes occur to the hours BellSouth provides ordering support to its own end users.

BellSouth will provide 30 days notice to Covad of any change in hours of operation.

BellSouth provides maintenance support for trouble reporting and repair 24 hours a day seven days a week.

2. Access to Operations Support Systems

- 2.1 BellSouth shall provide Covad access to operations support systems ("OSS") functions for pre-ordering, ordering and provisioning, maintenance and repair and billing. Access to the OSS is available through a variety of means, including electronic interfaces. BellSouth also provides manual options. The OSS functions available to CLECs through electronic interfaces are:

- 2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS) interface or the Telecommunications Access Gateway (TAG) interface.

BellSouth shall make mechanized pre-ordering interface available through the industry standard EDI in the fourth quarter of 2000.

- 2.3 Customer record information includes but is not limited to, customer specific information in CRIS and RSAG. The parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Covad and BellSouth will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided. In addition, Covad and BellSouth shall provide to each other, access to customer record information including electronic access where available. Otherwise, either party at the request of the other party shall provide paper copies of customer record information within 8 business hours for faxed requests which are less than 50 pages and via US mail or overnight delivery for requests larger than 50 pages. Overnight delivery charges will be paid by the requesting party.

- 2.4 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) interface, the TAG ordering interface for non-complex and certain complex resale requests and certain network elements. The EDI interface can be integrated with the TAG pre-ordering interface by Covad or the TAG ordering interface. BellSouth provides integrated pre-ordering, ordering and provisioning capability through the LENS interface for non-complex and certain complex resale service requests. BellSouth shall make available on a commercial basis mechanized ordering for xDSL loops by December 2000 using an Electronic Data Interchange (EDI) interface.

- 2.5 BellSouth shall provide service ordering and provisioning to Covad in the following manner:

- 2.5.1 When Covad submits a Local Service Request ("LSR") BellSouth shall return to Covad a Firm Order Completion ("FOC") as follows:

BellSouth will deliver a FOC as follows:

Fully mechanized 95% in 4 hours or less

Partially mechanized and manual 85% in less than 48 hours

- 2.5.2 When Covad submits a Local Service Request (“LSR”) that requires a clarification, BellSouth shall return the request for clarification as follows:

BellSouth will deliver a reject or clarification notice as follows:

For fully mechanized requests, 95% within 1 hour

For partially mechanized and manual requests 85% in less than 48 hours

BellSouth’s measurement of reject/clarification notice performance as stated above will be as set forth in Attachment 9 incorporated herein by this reference.

- 2.5.3 BellSouth’s measurement of FOC/reject/clarification performance will be as set forth in 2.5.1 and 2.5.2 unless BellSouth is ordered by a Commission to provide a different level of performance, in which event BellSouth shall perform at the Commission ordered level.
- 2.5.4 BellSouth will review the current version of the LSR and will note all fields, inputs or other information on the LSR that must be revised by Covad to enable Covad to submit a correct and complete LSR. Clarifications may be sent after the FOC in cases where CFA information submitted by Covad is in conflict with BellSouth data bases.
- 2.5.5 BellSouth shall provide Covad with an alternative method for initiating service orders in the event of some disruption in service with BellSouth’s primary service ordering process, including, but not limited to, an additional facsimile number and or other methods mutually agreed to which new orders can be submitted during the disruption in service in BellSouth’s primary process.
- 2.5.6 BellSouth shall provide notices to Covad of facility shortages utilizing BellSouth’s interfaces and or via the PF report accessed via the internet. BellSouth will provide notice and information pertaining to the reason for the facility jeopardy along with an estimated service date at intervals and at parity with the information and intervals BellSouth provides such information to itself, it’s affiliates and to any other CLEC.
- 2.5.7 When BellSouth conducts a service inquiry on a Covad order, BellSouth will advise Covad, based on BellSouth’s facility records, whether a facility exists that will support the particular loop ordered by Covad. In the response to the service inquiry, BellSouth will also provide any Special Construction charges or Loop Modification requirements which may be required to accommodate Covad’s service request. BellSouth will use its best efforts to identify and resolve all facilities issues associated with a particular order at the same time. Nonetheless, BellSouth’s facility record check is not an absolute that a facility jeopardy will not occur. Facility jeopardies may occur due to record errors, defective plant, or conditions encountered at the end user premises.

- 2.5.8 BellSouth shall resolve pending facilities issues within 30 business days. If BellSouth cannot meet this interval, BellSouth shall notify Covad and provide an explanation for why the interval cannot be met and will further provide an estimated completion date for the loop. BellSouth's failure to meet the interval set forth herein shall not be deemed a material breach of this Agreement provided that BellSouth notifies Covad as set forth above.
- 2.5.9 BellSouth may cancel an LSR when submitted with a Service Inquiry where BellSouth determines that a facility is not available to provision the loop requested by Covad and/or Covad declines to pay for Special Construction required to provision the loop. BellSouth shall not cancel a Covad order until BellSouth receives a supplement advising BellSouth to cancel the order, unless more than thirty (30) calendar days have elapsed since BellSouth requested a clarification on a Covad order.
- 2.6 When BellSouth misses an installation appointment because of matters solely within the control of BellSouth (i.e. work load or scheduling issues), BellSouth shall be solely responsible for rescheduling that order installation and informing Covad of the next available installation date. BellSouth shall use its best efforts to insure that such installations are rescheduled within three (3) business days.
- 2.7 BellSouth shall use technicians trained to install loops which meet the requirements of TR73600 for the particular loop being installed.
- 2.8 Covad will receive completion notices via the interface used to submit the local service request. For manually submitted requests, Covad will determine completion status using the CSOTS report accessible via the internet.
- 2.9 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Covad to report and monitor service troubles and obtain repair services. BellSouth shall offer Covad service trouble reporting in a non-discriminatory manner that provides Covad the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Covad an estimated time to repair (commitment time) on trouble reports. BellSouth shall provide to Covad by November 2000 non-discriminatory access to to Trouble Analysis Facilitation Interface (TAFI) for reporting troubles on line sharing loops. This interface shall allow Covad to open a trouble ticket electronically and enable Covad to perform mechanized loop tests (MLTs) on line sharing loops. In addition, BellSouth offers an industry standard, machine-to-machine Electronic Communications Trouble Administration (ECTA) Gateway interface. For designed services, BellSouth provides non-discriminatory trouble reporting via ECTA Gateway. BellSouth also offers ECTA functionality through the human-to-machine EC-CPM/TA interface. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

- 2.10 BellSouth and Covad agree to adhere to BellSouth's Operational Understanding and as it is amended from time to time during this agreement which may be accessed via the internet @ http://www.interconnection.bellsouth.com/guides/other_guides.html. BellSouth's intervals for repairing UNE's are outlined in this guide. BellSouth shall repair loops at intervals that BellSouth repairs similar loops for itself, its affiliates or any other CLEC. BellSouth's performance for trouble resolution duration is measured as per BellSouth's Performance Measures outlined in Attachment 9 and incorporated herein by this reference.
- BellSouth shall adhere to normal acceptance testing and completion guidelines for maintenance turn up and acceptance as set forth in Attachment 2, Section 1.7 and incorporated herein by this reference.
- BellSouth will provide Covad at close out with the steps taken to determine that a no trouble found condition has been encountered on the loop. Covad will not be responsible for paying for "no trouble found" conditions which within 30 days of the initial report were determined to have been found and resolved in the BellSouth network.
- BellSouth and Covad will mutually agree on the need for and will, if necessary, schedule a time or window of time for any joint meeting of the parties to resolve maintenance issues. Both parties will use best efforts to ensure any such meeting takes place at or within the scheduled time or window of time as agreed to by both parties.
- 2.11 Change Management. BellSouth provides a collaborative process for change management of the electronic interfaces through the Electronic Interface Change Control Process ("EICCP). Guidelines for this process are set forth in the EICCP document, and as it is amended from time to time during this agreement.
- 2.12 Migration of Covad to New Software Releases for National Standard Machine-to-Machine Electronic Interfaces. Pursuant to the change management process, BellSouth will issue new software releases for new industry standards for its industry standard, machine-to-machine electronic interfaces. When a new release of new industry standards is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases. BellSouth will issue documents to Covad as determined in the CCP process incorporated herein by this reference and available via the internet at the BellSouth Interconnection web site. This will allow Covad to make the necessary changes to its systems and operations to migrate to the newest release in a timely fashion.
- 2.13 Rates. All costs incurred by BellSouth to develop and implement operational interfaces to the OSS shall be recovered from the carriers that use the services. Charge for use of OSS shall be as set forth in Attachments 1 and 2 of this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

- 3.1 Single Point of Contact. Covad will be the single point of contact with BellSouth for ordering activity for network elements and other services used by Covad to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Covad and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes including Un-PIC. Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by Covad to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify Covad that such an order has been processed, but will not be required to notify Covad in advance of such processing.
- 3.2 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, loop and/or port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.
- 3.2.1 Upon receipt of a service order, BellSouth will do the following:
- 3.2.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.
- 3.2.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location.
- 3.2.1.3 Notify Covad after the disconnect order has been completed.
- 3.3 Contact Numbers. The Parties agree to provide one another with toll-free nation wide contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.4 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

- 3.5 Expedite Charges. For expedited requests by Covad, expedited charges will apply for intervals less than the standard interval as outlined in the BellSouth Product and Services Interval Guide. The charges as outlined in BellSouth's FCC No. 1 Tariff, Section 5, will apply.
- 3.6 Cancellation Charges. The terms, conditions and rates for Cancellation Charges are as set forth in Section 2.1.8 of Attachment 2.

Attachment 7
Billing and Billing Accuracy Certification

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BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

All negotiated rates, terms and conditions set forth in this Attachment pertain to billing and billing accuracy certifications.

- 1.1 Billing. BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that Covad requests. BellSouth will bill and record in accordance with this Agreement those charges Covad incurs as a result of Covad purchasing from BellSouth Network Elements and Other Services as set forth in this Agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

- 1.1.1 For any service(s) BellSouth orders from Covad, Covad shall bill BellSouth in CABS format.

- 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.

- 1.2 Master Account. After receiving certification as a local exchange company from the appropriate regulatory agency, Covad will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.

- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of Covad. Covad shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Covad from Covad's customer. BellSouth will not become involved in billing disputes that may arise between Covad and Covad's customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

- 1.4 Payment Due. BellSouth shall send to Covad within ten (10) business days of the bill date the entire bill in electronic and paper form, unless otherwise agreed by the parties. If both the electronic and paper form of the bill are not sent to Covad within ten (10) business days of the bill date, Covad shall only be obligated to pay that bill within thirty (30) days of receipt of whichever copy of the bill arrives later.

- 1.5 Payment Due. The payment will be due on or before the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds, except as set forth in section 1.4.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.6 Tax Exemption. Upon proof of tax exempt certification from Covad, the total amount billed to Covad will not include those taxes or fees for which the CLEC is exempt. Covad will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Covad. Once tax exempt certification and an accounting of reimbursable fees is presented to BellSouth, BellSouth shall promptly discontinue taxes and provide a credit where appropriate within thirty (30) days from the date that BellSouth receives tax exemption notice.

- 1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate. Covad will be charged a fee for all returned checks as set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. For Collocation, Covad will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

- 1.8 Discontinuing Service to Covad. The procedures for discontinuing service to Covad are as follows:

- 1.8.1 BellSouth reserves the right to suspend or terminate service for nonpayment of services or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by Covad of the rules and regulations contained in BellSouth's tariffs.

- 1.8.2 If payment of account is not received by the bill date in the month after the original bill date, BellSouth may provide written notice to Covad that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. In addition, BellSouth may, at the same time, give thirty (30) days notice to Covad at the billing address to discontinue the provision of existing services to Covad at any time thereafter.
- 1.8.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.8.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Covad's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Covad without further notice.
- 1.8.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Covad's services will be discontinued. Upon discontinuance of service on Covad's account, service to Covad's end users will be denied. BellSouth will reestablish service at the request of the end user or Covad for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Covad is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen (15) days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.9 Deposit Policy. When purchasing services from BellSouth, Covad will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in its sole discretion, some other form of security. Any such security deposit shall in no way release Covad from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If circumstances so warrant and/or gross monthly billings increased beyond the level initially used to determine the level of security, then BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Covad's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.

In determining whether a security deposit is required, BellSouth will review Covad's Dun & Bradstreet rating and report details, Covad's payment history with BellSouth and payment history with others as available; the number of years Covad has been in

business; Covad's management history and managers' length of service with Covad; liens, suits and judgments against Covad; UCC-1 filings against Covad's assets; and to the extent available, Covad's financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at Covad's written request, BellSouth will provide an explanation in writing to Covad justifying the decision for additional deposit.

- 1.10 Rates. Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.

2. Billing Accuracy Certification

- 2.1 Upon request, BellSouth and Covad will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and Covad will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Covad with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Covad will pay all bills received from BellSouth in full by the payment due date.
- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within thirty (30) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the bill date. The month being closed represents those charges that were billed or should have been billed by the designated bill date. "Closure" shall mean no new Covad accounts shall be added to the bill for the billing period at issue.

3. Billing Disputes

3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

3.1.1 Each Party agrees to notify the other Party in writing upon the discovery of a billing dispute.

3.2 As set forth in Sections 1.8.1 and 1.8.2 above, BellSouth reserves the right upon thirty (30) days written notice to Covad to suspend or terminate service for nonpayment of undisputed amounts or amounts that were the subject of a Bona Fide Dispute that has been resolved in BellSouth's favor pursuant to the terms of this Attachment, or in the event of a prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by Covad of the rules and regulations of BellSouth's Tariffs. For purposes of this Attachment 7, Bona Fide Dispute means a dispute of a specific amount of money actually billed by BellSouth. Covad shall provide a clear explanation of the dispute, including documentation supporting such dispute, and shall either (1) itemize the dispute to show the Q account and earning number against with the disputed amount applies, or (2) provide documentation evidencing an error that applies to all bills (e.g., an error caused by an incorrect rate being applied to a particular service for all bill periods). BellSouth reserves the right to request additional information from Covad to assist in BellSouth's investigation of the Bona Fide Dispute. By way of example and not by limitation, a Bona Fide Dispute does not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by Covad until the dispute is resolved. Covad shall not be obligated to pay billed items subject to a Bona Fide Dispute. Claims by Covad for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section 3.2. Once the Bona Fide Dispute is processed in accordance with Sections 3.3 and 3.3.1, Covad will make immediate payment on any of the disputed amount owed to BellSouth, plus interest and/or late payment charges at the rates set forth in BellSouth's applicable tariffs. Notwithstanding the foregoing, if BellSouth fails to conclude its investigation of the dispute and provide that conclusion to Covad within 45 days after BellSouth receives the dispute, the disputed charges will not be subject to late payment charges for the period between 45 days after BellSouth's receipt of the Bona Fide Dispute and BellSouth's response to Covad (the "Exemption Period"); provided, however, that such late payment charges applicable to the Exemption Period shall be billed to and paid by Covad with each bill. The Parties will meet twice each calendar year during the term of this Agreement at a time mutually acceptable to the Parties to adjust the late payment charges so paid, if applicable, and any such adjustment will be reflected as a semi-annual credit on Covad's bill. On disputed amounts resolved in favor of Covad, any applicable late payment charges will be adjusted from the date BellSouth receives the dispute to the date the dispute is resolved. If Covad fails to pay, BellSouth shall have the right to

pursue normal collection procedures, including termination or suspension for nonpayment pursuant to Section 1.8 hereof; provided however, BellSouth may not exercise such termination, suspension or other collection procedures (nor refuse to accept new applications or to process pending service orders) during the pendency of the Bona Fide Dispute. Any credits due to Covad that are the subject of a Bona Fide Dispute, will be applied to Covad's account by BellSouth immediately upon resolution of the dispute. In the event that Covad pays a bill that is subsequently disputed, and the dispute is resolved in Covad's favor, in whole or in part, then upon Covad's request, BellSouth will calculate and pay interest at the rate set forth in BellSouth's applicable tariff from the date BellSouth received the dispute to the date the dispute is resolved; provided, however, that the Parties will meet twice each calendar year during the term of this Agreement at a time mutually acceptable to the Parties to calculate all interest payments applicable to Covad under this Section, and such interest shall be applied to Covad's bill as a semi-annual credit thereon. The Bona Fide Dispute provisions are in addition to (and not in lieu of) any remedies available to either Party in connection with the dispute and either Party may seek relief pursuant to the Dispute Resolution provision of this Agreement.

- 3.3 In the event of a billing dispute, the Parties will endeavor to resolve the dispute within thirty (30) calendar days of the notification date. Resolution of a Bona Fide Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the Bona Fide Dispute and closure of a specific billing period. If BellSouth is investigating a dispute on behalf of Covad, BellSouth must respond to a Covad inquiry regarding the status of that investigation within seven (7) days of the inquiry. If the issues are not resolved within the allotted time frame as specified in this Section, the following resolution procedure will begin:
 - 3.3.1 Either Party may ask to escalate the billing dispute in writing (including electronically) at any time. That dispute will then proceed to the next level of management, up to and including the Operations Assistant Vice President of Billing. Each level of management shall be allowed to review the dispute for at least 10 days before the other Party requests further escalation. After 75 days from the notification of the dispute, either Party may seek resolution of the dispute pursuant to the dispute resolution provisions of this Agreement.
- 3.4 If a Party disputes a charge and does not pay such charge by the payment due date, or pays a disputed charge under protest, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed by the billing Party, subject to the terms of this Attachment. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff

for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Covad by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 4.2 Covad shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Compensation amounts, if applicable, will be billed by BellSouth to Covad on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 4.4 Covad must have its own unique hosted RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from Covad to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of Covad and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from Covad that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Covad.
- 4.7 All data received from Covad that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in

- accordance with the Agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 4.8 All data received from Covad that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Covad and will forward them to Covad on a daily basis.
- 4.10 Transmission of message data between BellSouth and Covad will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and Covad will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 Covad will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 4.13 Should it become necessary for Covad to send data to BellSouth more than sixty (60) days past the message date(s), Covad will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and Covad to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or Covad) identified and agreed to, the company responsible for creating the data (BellSouth or Covad) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Covad, the entire pack containing the affected data will not be

- processed by BellSouth. BellSouth will notify Covad of the error condition. Covad will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Covad will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Covad with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Covad are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the Covad end for the purpose of data transmission will be the responsibility of Covad.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Covad as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between Covad and the involved company(ies), unless that company is participating in NICS.

- 4.19.2 Both traffic that originates outside the BellSouth region by Covad and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Covad, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Covad, involves a company other than Covad, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 4.19.3 Once Covad is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of Covad. BellSouth will distribute copies of these reports to Covad on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Covad from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Covad. BellSouth will remit the revenue billed by Covad to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on Covad. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Covad within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Covad. BellSouth will remit the revenue billed by Covad within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Covad via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Covad agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

5. Optional Daily Usage File

- 5.1 Upon written request from Covad, BellSouth will provide the Optional Daily Usage File (ODUF) service to Covad pursuant to the terms and conditions set forth in this section.
- 5.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
- 5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Covad customer.

Charges for delivery of the Optional Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 5.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
- 5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 Usage To Be Transmitted

- 5.6.1.1 The following messages recorded by BellSouth will be transmitted to Covad:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.

5.6.1.4 In the event that Covad detects a duplicate on Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).

5.6.2 Physical File Characteristics

5.6.2.1 The Optional Daily Usage File will be distributed to Covad via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.

5.6.3 Packing Specifications

5.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

5.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covad which BellSouth RAO that is sending the message. BellSouth and Covad will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Covad and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 Pack Rejection

- 5.6.4.1 Covad will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Covad will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Covad by BellSouth.

5.6.5 Control Data

Covad will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Covad received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Covad for reasons stated in the above section.

5.6.6 Testing

- 5.6.6.1 Upon request from Covad, BellSouth shall send test files to Covad for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Covad set up a production (LIVE) file. The live test may consist of Covad's employees making test calls for the types of services Covad requests on the Optional Daily Usage File. These test calls are logged by Covad, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

- 6.1. Upon written request from Covad, BellSouth will provide the Access Daily Usage File (ADUF) service to Covad pursuant to the terms and conditions set forth in this section.
- 6.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that Covad has purchased from BellSouth.

6.4 Charges for delivery of the Access Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.

6.6 Usage To Be Transmitted

6.6.1 The following messages recorded by BellSouth will be transmitted to Covad:

Originating and terminating interstate and intrastate access records associated with a port.

Terminating access records for undetermined jurisdiction access records associated with a port.

6.6.2 When Covad purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF

Originating from network element and carried by BellSouth (Covad is BellSouth's toll customer):

BellSouth will bill resale toll rates to Covad and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to Covad via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to Covad and send access record to Covad.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to Covad and send access record to Covad.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Covad.
- 6.6.4 In the event that Covad detects a duplicate on the Access Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth.)
- 6.6.5 Physical File Characteristics
- 6.6.5.1 The Access Daily Usage File will be distributed to Covad via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.
- 6.6.6 Packing Specifications
- 6.6.6.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 6.6.6.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covad which BellSouth RAO that is sending the message. BellSouth and Covad will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Covad and resend the data as appropriate.

The data will be packed using ATIS EMI records.

6.6.7 Pack Rejection

- 6.6.7.1 Covad will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. Covad will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Covad by BellSouth.

6.6.8 Control Data

Covad will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Covad received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Covad for reasons stated in the above section.

6.6.9 Testing

- 6.6.9.1 Upon request from Covad, BellSouth shall send test files to Covad for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

- 7.1 Upon written request from Covad, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Covad pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
- 7.2 Covad shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
- 7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Covads' monthly bills. The charges are as set forth in Exhibit A to this Attachment.

- 7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 7.5 Messages that error in the billing system of Covad will be the responsibility of Covad. If, however, Covad should encounter significant volumes of errored messages that prevent processing by Covad within its systems, BellSouth will work with Covad to determine the source of the errors and the appropriate resolution.
- 7.6 The following specifications shall apply to the Optional Daily Usage Feed.
- 7.6.1 Usage To Be Transmitted
- 7.6.1.1 The following messages recorded by BellSouth will be transmitted to Covad:
- Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:
- Date of Call
 - From Number
 - To Number
 - Connect Time
 - Conversation Time
 - Method of Recording
 - From RAO
 - Rate Class
 - Message Type
 - Billing Indicators
 - Bill to Number
- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Covad.
- 7.6.1.3 In the event that Covad detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Covad will drop the duplicate message (Covad will not return the duplicate to BellSouth).
- 7.6.2 Physical File Characteristics
- 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Covad over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Covad's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Covad for the purpose of data transmission. Where a dedicated line is required, Covad will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Covad will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to Covad. Additionally, all message toll charges associated with the use of the dial circuit by Covad will be the responsibility of Covad. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software, that is required on Covad end for the purpose of data transmission will be the responsibility of Covad.

7.6.3 Packing Specifications

7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Covad which BellSouth RAO that is sending the message. BellSouth and Covad will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Covad and resend the data as appropriate.

The data will be packed using ATIS EMI records.